City Council Agenda
9/16/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held September 16, 2025 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Chaplain Prayer & Pledges**
3. **Proclamations/Recognitions**
   a. Proclamation for September 15-October 15, 2025, as Hispanic Heritage Month
   b. Proclamation of September 16 & September 18, 2025, as Meals for the Elderly Community Champions Days
   c. Proclamation of September 21, 2025, as Peace Ambassadors of West Texas Day of Peace
4. **Public Comment**

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. When speaking, citizens must speak from the podium, address all comments to the dais, begin by stating your name and address or Single Member District number, and limit their remarks to three minutes or less.

5. **Consent Agenda**
   a. Consider approving the September 2, 2025, City Council Regular Meeting minutes (Heather Stastny)
   b. Consider renewing an agreement with the United States Army Corps of Engineers to lease property for parks, recreation and youth sports purposes in the amount of $1,050 and authorizing the City Manager to negotiate and execute all related documents (Carl White)
   c. Consider a resolution updating the City Purchasing Policy pursuant to new legislation adopted in SB 1173 by increasing certain purchasing thresholds (Jeff Tomlinson)
   d. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for one-time funding of projects and equipment and Short-Term Debt (Tina Dierschke)
   e. Second reading of an ordinance for a text amendment to Chapter 2 “Administration and Personnel,” Article 2.07 “Boards, Committees and Commissions,” Division 11 “Public Art Commission,” Section 2.07.161 “Creation; members,” and Section 2.07.162 “Duties” to provide for additional commission membership qualifications and duties, providing for severability and providing for and effective date (Carl White)
6. **Regular Agenda**

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. To participate, please sign in with the City Clerk prior to the beginning

of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

a. Consider awarding AS-02-25 to Concho Valley PAWS for animal rescue services in the amount of $162,000 and authorizing the City Manager to negotiate and execute all necessary documents, or in the alternative, reject such proposal and consider implementing in-house programming for such services (Presentation by Neighborhood & Family Services Interim Director Morgan Chegwidden)

b. Consider an appeal by the Public Works Executive Director and the Planning and Development Services Director of the Planning Commission's August 18, 2025, approval of two variances associated with the Elsie Gayer, Section One Final Plat and a sidewalk waiver appeal:
1. Variance from Section 10.III.A.2 to allow a minimum pavement width of ~20 ft. in lieu of the required 26 ft. for N. Poe St. from the intersection of E. 18th Bypass and N. Poe St. to the intersection of E. 14th St. and N. Poe St, a local street;
2. Variance from Section 9.III.A.5.a(3) to allow no curbing in lieu of the required header curbs on E. 18th St., E. 18th Bypass, N. Poe St., current private roads Northstar Dr. and Northgate Dr.; and
3. Variance from Section 9.V.D.1 and 2. e sidewalks along the existing Major Collector E. 14th St.; sidewalks along local roads abutting a Planned Development with an RM-1 underlying zoning (E. 18th St., E. 18th St. Bypass, N. Poe St., Northstar Dr. and Northgate Dr.)
(Presentation made by Planning & Development Services Director Aaron Vannoy and Public Works Executive Director Shane Kelton)

c. Consider modification of an approved Tax Increment Reinvestment Zone incentive, funding a North TIRZ project located at 216 W. 5th St. totaling $44,063.14 to add paving and safety features on site for a gymnasium. This will vary the TIRZ policy to allow for, prior to the letter to proceed, construction items to be included in the funding request (Presentation by Planning & Development Services Director Aaron Vannoy)

d. First reading and public hearing of ROW25-03, a request to abandon the alleyway that goes through the middle of the lot and a portion of the right-of-way along Veck St. at 528 Veck St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

e. First reading and public hearing of ROW25-02, a request to abandon the alleyway north of the intersection of E. 47th St. and Crockett St. and abandon the dedicated portion of Bonham St. between 48th St. and 47th St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

f. First reading and public hearing of Z25-20, a request to rezone from the Single-family Residential zoning district to Low Rise Multi-family Residential zoning district for the properties located at 611 N. Jackson & 610 N. Van Buren (Presentation made by Planning & Development Services Director Aaron Vannoy)

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

a. Section 551.072 - Deliberations about real property regarding 70 E. 43rd Street.

b. Section 551.087 - Business prospect negotiations regarding:
   1. Project Falcon
   2. Project Phoenix
   3. Project Hyperspace
   4. Project Gateway
   5. Looking Glass

c. Section 551.071 - Consultation with attorney regarding possible action authorizing the City Manager to negotiate and execute documents necessary to allow encumbrance of Skyline's leasehold estate interest in the lease of City Airport property commonly known as 8926 Hangar Rd., San Angelo, Texas

8. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

b. Consider approving various Board nominations:
   Design & Historic Review Commission: Luke Brame (SMD 1) to a second term ending September 2027
   Fort Concho Museum Board: Donald Barnhart (Mayor) to a third term and Tracy Simpson (Mayor) to a second term, both ending January 2027
   Public Art Commission: Gail Stillwell (Mayor) to a first full term ending April 2027
   Tax Increment Reinvestment Zone: Trey Holmes (SMD 3) to a second term ending July 2027

c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 10th day of September 2025, at 4:57 p.m.

Hstastny

Heather Stastny, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Heather.Stastny@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

Proclamation

The San Angelo Hispanic Heritage Museum & Cultural Center recognizes the invaluable contributions of Hispanic and Latino Americans to the history, culture, and achievements of the United States.

Hispanic Heritage Month is observed nationwide from September 15 to October 15, a time that encompasses the independence anniversaries of several Latin American nations, including Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, and Chile.

The Hispanic community in San Angelo and throughout West Texas continues to be a vibrant, integral part of our region—enriching our city through leadership in education, business, the arts, public service, and cultural traditions that reflect centuries of resilience, creativity, and strength.

The San Angelo Hispanic Heritage Museum & Cultural Center is dedicated to preserving and sharing the stories, history, and legacy of the Hispanic and Latino community, ensuring that future generations understand and appreciate the vital role Hispanic Americans have played in shaping our shared identity.

Through education, celebration, and reflection, Hispanic Heritage Month provides an opportunity for all members of our community to learn about and honor the diverse cultures, languages, and histories that unite us.

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do proclaim September 15 through October 15, 2025 as

HISPANIC HERITAGE MONTH

and encourage all residents to join in recognizing, celebrating, and honoring the enduring contributions of Hispanic and Latino Americans to our community, our state, and our nation. In recognition of their continuing efforts to promote peace and understanding throughout San Angelo, Texas and the surrounding area.

In witness whereof, I have hereunto set my hand and caused the seal of Official Seal of the City of San Angelo, to be affixed this 16th day of September 2025.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

The City of San Angelo proudly recognizes Meals for the Elderly, a locally operated nonprofit organization that has served our community for over 50 years, delivering nutritious meals, wellness checks, and heartfelt connection to seniors and homebound neighbors.

Meals for the Elderly is a committed member of the national Meals on Wheels America network, while remaining an independent and community-rooted entity, dedicated to improving the lives of older adults in San Angelo and surrounding areas.

The organization's mission is made possible through the tireless efforts of volunteers, staff, donors, and community partners who champion the dignity, independence, and well-being of our senior neighbors.

On September 16 and September 18, 2025, Meals for the Elderly will host Community Champions Days, celebrating the contributions of 30 Community Champions—a diverse group of city leaders, journalists, artists, and community advocates—who will help share the organization's mission and personally deliver meals to seniors and homebound individuals across the city.

These Community Champions exemplify the spirit of service and solidarity, raising awareness and inspiring others to support Meals for the Elderly through volunteerism, advocacy, and generosity.

Now, therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 16, 2025, and September 18, 2025, as

MEALS FOR THE ELDERLY COMMUNITY CHAMPIONS DAYS

and encourage citizens to recognize the profound impact of this organization and its champions, and to take part in building a more caring and connected community for our seniors.

In witness whereof, I have hereunto set my hand and caused the seal of Official Seal of the City of San Angelo, to be affixed this 16th day of September 2025.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

The Peace Ambassadors of West Texas concentrate on spreading peaceful relations throughout the Concho Valley through their mission of "promoting peace through understanding, education and building relationships."

On September 16, 2025, we recognize both the Peace Ambassadors and the promotion of peace on this 44th annual International Day of Peace. The theme of this year's International Day of Peace being "Act Now for a Peaceful World."

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim September 21, 2025, as

PEACE AMBASSADORS OF WEST TEXAS

DAY OF PEACE

In recognition of their continuing efforts to promote peace and understanding throughout San Angelo, Texas and the surrounding area.

In witness whereof, I have hereunto set my hand and caused the seal of Official Seal of the City of San Angelo, to be affixed this 16th day of September, 2025.

Tom Thompson
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, September 2, 2025

Present:

Mayor Tom Thompson
Mayor Pro Tem Tommy Hiebert, SMD 1
Council Member Joe Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Patrick Keely, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Mary Coffey, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Thompson called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, September 2, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges were led, by San Angelo Police Chaplain Johnny Rodriguez.

3. Proclamations/Recognitions

September 17-23, 2025 was proclaimed Constitution Week.

September 8-14,2025 was proclaimed National Patriotism Week.

San Angelo Fire Department Life Saving Award was presented to Captain CJ Naylor, Engineer Darin Wright, Firefighters McShane Matthews, Anthony Gossett, and Daniel Coder.

4. Public Comment

Citizen Diarmid Campbell (SMD 4) spoke about electrical licensing and enforcement and alleged wage theft for electrical workers.

Trinidad Aguirre (SMD 1) announced the launch of the Hispanic Chamber of Commerce.

KSAB Manager Shaina Hill announced Keep San Angelo Beautiful will be hosting Fall Sweep on September 27, 2025.

5. Consent Agenda

a. Consider approving the August 19, 2025, City Council regular meeting minutes (Heather Stastny)

b. Consider approving Change Order #1 on DIR-CPO-4794 for radio infrastructure upgrades with L3Harris Technologies, Inc. for the amount of $145,156.68 and authorizing the City Manager to negotiate and execute all related documents (Bucky Hasty)

c. Consider approving Task Order #7 with Kimley Horn for the Mathis Field Pump Station Improvements in the amount of $929,000 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

d. Consider awarding the Sole Source Purchase of 32 Remote Hand Station Electric Intelligent Actuators to Environmental Improvements, Inc. for the amount of $106,359.84 and authorizing the City Manager to negotiate and execute all related documents (John Kaufman)

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e. Consider approving a Naming Rights Agreement for the Sports Complex between the City of San Angelo, Citywise Marketing, LLC, and Texas Bank and authorizing the City Manager to negotiate and execute all related documents (Carl White)

f. Consider authorizing the City Manager to execute the subdivision participation forms for:
a. Purdue/Sackler Opioid Settlements in which the City of San Angelo would be allocated up to $2,575,245, and
b. Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Opioid Settlements in which the City of San Angelo would be allocated up to $1,025,019 (Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the Consent Agenda with the exception of Items 5c. The motion carried unanimously (7) ayes to (0) nays with no public comment.

Motion: Mayor Thompson made a motion, seconded by Council Member Thomas, to approve Item 5c. as presented by Public Works Executive Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays with no public comment.

6. Regular Agenda

a. Consider ratifying COSADC approval to terminate the existing Professional Services Agreement between COSADC and the San Angelo Chamber of Commerce effective September 30, 2025, and approving a new agreement to begin October 1, 2025, not to exceed an amount of $476,000 with a one-year term agreement and authorizing the Board President to negotiate and execute all related documents (Presentation by Interim Director of Economic Development Michael Dane)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

b. Discussion and possible action regarding the Destination Marketing Organization contract:
1. Presentation of the Destination Marketing Organization (Presentation made by DMO Vice President Jeremy Bartz)
2. Consider approving a contract with the San Angelo Destination Marketing Organization allocating Hotel Occupancy Tax receipts to be used for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Manager Daniel Valenzuela)

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

c. Consider awarding ES-03-25 Chadbourne St. Phase B Project to Reece Albert, Inc. for Base Bid Volume 1, Base Bid Volume 2, and Alternate 2 Volume 2 in the amount of $13,288,242.06, contingent on TXDOT concurrence and authorizing City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

Motion: Council Member Hiebert made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

d. Consider authorizing an expenditure not to exceed $1,800,000 in matching funds for the purchase of qualifying properties and related activities under the National Resource

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Conservation Service's Emergency Watershed Protection (EWP) Program and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

Motion: Council Member Keely made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

e. First reading and public hearing of an ordinance for a text amendment to Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 11 "Public Art Commission," Section 2.07.161 "Creation; members," and Section 2.07.162 "Duties" to provide for additional commission membership qualifications and duties, providing for severability and providing for and effective date (Presentation by Parks and Recreation Director Carl White)

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

f. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for one-time funding of projects and equipment and Short-Term Debt (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

g. Second reading and public hearing of an ordinance adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026. This budget will raise more total property taxes than last year's budget by $5,716,170 (9.7%), and of that amount, $861,795 is tax revenue to be raised from new property added to the tax roll (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas to approve the item, as presented. A record vote was taken and the motion carried (6) ayes (Council Members Hiebert, Self, Thomas, Keely, Hesse Smith, and Mayor Thompson) to (1) nay (Council Member Coffey). No public comment.

h. Second reading and public hearing of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2025-2026 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, that the property tax rate be increased by the adoption of a tax rate of 0.7947 per $100 valuation which is effectively a 9.67 percent increase in the tax rate. The motion carried (6) ayes to (1) nays with Council Member Coffey casting the dissenting vote. No public comment.

7. Closed Session

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Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to the Requirement that Meetings be Open under the following sections:

a. Section 551.072 Deliberations about Real Property regarding: approximately 10.08 Acres out of Abstract 0111, Survey 0320 F E Cramer; and 0.989 Acres out of E. S. Kirby Subdivision Block 1

8. Follow Up and Administrative Issues

a. ~~Consideration of items discussed in Closed Session, if needed~~

b. Approval of various Board nominations:
Civic Events Advisory Board: Andi Markee (SMD 6) to an unexpired term ending December 2025

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

c. Announcements and consideration of Future Agenda Items
-Consider scheduling one meeting in December on Tuesday, December 2, 2025
-Consider scheduling one meeting in January on Tuesday, January 13, 2026

Consensus: Consensus of Council was to schedule one meeting in December 2025 and January 2026 as presented by City Clerk Heather Stastny.

Council Member Hiebert requested that monthly workshops be held to discuss potential impacts and solutions related to the upcoming 2.5% property tax cap.

9. Adjournment

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting adjourned at 11:50 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

_____
Tom Thompson, Mayor

_____
Heather Stastny, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details of Council meetings may be obtained from the City Clerk's Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: September 16, 2025

Item type: Consent Item

Caption:

Consider renewing an agreement with the United States Army Corps of Engineers to lease property for parks, recreation and youth sports purposes in the amount of $1,050 and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

This is a renewal of the long-term lease with the United States Army Corps of Engineers (Corps) for the property below (to the east) of the O. C. Fisher Reservoir dam that is sub-leased to the San Angelo Soccer Association for youth sports purposes as well as the property formerly known as the 29th St. Sports Complex, now known as the Youth Sports Practice Area, is currently being renovated. This property has been leased from the Corps since at least the 1990s.

The basic terms will be:
* lease of almost 201 acres, most of it undeveloped;
* twenty-five (25) year lease;
* maintain the properties and provide them for public purposes — recreation and youth sports;
* conduct annual inspections with the Corps;
* prepare and maintain a 5-year maintenance and development plan for the Corps; and
* no option to renew or extend.

If approved and executed, we will return to City Council for consideration of a sub-lease agreement with the San Angelo Soccer Association for the portion of the leased property they use for their programs and activities.

Funding Source(s):

Financial Impact:

The total administrative fee to renew this lease is $1,050, payable immediately upon receipt.

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the public.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Draft lease agreement Corps youth sports lands Draft lease agreement Corps youth sports lands.pdf

Presentation:

Carl White

Approvals/Reviews:

Carl White	Created/Initiated
Sarah Tackett	Approved
Brandon Dyson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

August 27, 2025

Real Estate Division

SUBJECT: O.C. Fisher Lake, Texas; Lease No. DACW63-1-25-0600

Mr. Carl White
Parks and Recreation Director
City of San Angelo
702 South Chadbourne
San Angelo, Texas 76903

Dear Mr. White:

Enclosed is the subject lease granting the City of San Angelo permission for the continued operation, maintenance, and repair of the subject lease area at O.C. Fisher Lake, Texas. The total administrative fee to renew this lease is $1,050, payable immediately upon receipt.

Please sign, date, and return the lease, along with your payment, to the above address, Attention: CESWF-RE-M (Mr. Kuffler). Make the check or money order payable to F&A Officer, USAED, Fort Worth. Once signed, the fully executed lease shall be returned to you for your records.

If you have any questions, please contact Mr. Tommy Kuffler, 817-886-1021 or thomas.j.kuffler@usace.army.mil.

Sincerely,

James Miller
James B. Miller
Chief, Management and Disposal Branch
Real Estate Division

Enclosure

LEASE NO. DACW63-1-25-0600
Replaces No. DACW63-1-00-0706

DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCIES

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

O.C. FISHER

TOM GREEN COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the City of San Angelo, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **EXHIBITS A – MAP and B – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **twenty five (25)** years, beginning **February 1, 2025** and ending **January 31, 2050**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to City of San Angelo, ATTN: Parks and Recreation Department, 702 South Chadbourne, San Angelo, Texas 76903; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to

have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer ", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **EXHIBIT C – DEVELOPMENT PLAN** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than February 1st of each year, the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state, and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION,** noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION.** However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION,** noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third-party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the

Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or

companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of $250,000, whichever is greater, for any number of parsons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublesses and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee

violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES.**

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not

be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding $100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over $100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to

the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. ENVIRONMENTAL RECORDS REVIEW

An Environmental Records Review, documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D – ENVIRONMENTAL RECORDS REVIEW**. Upon revocation or termination of this easement, a visual site inspection shall be conducted by the Government to determine if there are any environmental restoration requirements. Any such requirements shall be completed by the Grantee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites, said system to be acceptable to the Real Estate Contracting Officer.

b. Occupying any lands, buildings, vessels, or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the Premises, for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be

admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be $10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii)

of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the

contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than $10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall

take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by

virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Oder 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause

to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual

of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Oder 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. ADDED CONDITIONS

a. No new structures, facilities, or modification of existing structures are permitted on the Premises until the Lessee has submitted copies of conceptual designs and site plans and obtained written approval from the Real Estate Contracting Officer.

b. The Lessee understands that any proposed alteration, additions, betterments, or changes to the Facilities noted in the submitted Five-Year Development Plan shall be individually approved by the Lake Project Manager and Real Estate Contracting Officer prior to commencement of work.

c. The Lessee shall provide to said officer a records review (also known as a desktop review, environmental records review, or environmental screening) in accordance with Section 8 of the American Society for Testing Materials (ASTM) E1527-21 “Standard for Phase 1 Environmental Site Assessment”. The records review shall be approved by a licensed Environmental Professional (EP) in accordance with the ER 200-2-3 and Environmental Protection Agency’s “All Appropriate Inquiries (AAI) rule. The records review shall indicate whether there are any recognized environmental conditions on site and if the EP recommends a Phase 1 Environmental Site Assessment (ESA) survey. If the EP recommends a Phase 1 ESA, the Lessee shall provide to said officer a Phase 1 ESA in accordance with the ASTM E1527-21”. The records review and/or Phase 1 ESA shall be provided for said facility **within 1 year** from execution of this lease. Following approval, the records review and/or Phase 1 ESA shall be attached hereto and made a part hereof as **EXHIBIT D – ENVIRONMENTAL RECORDS REVIEW.**

d. The Lessee shall provide the completed Inventory Record for Private Real Property on Federal Land form for all improvements on Government property, attached as **EXHIBIT E – PRIVATE REAL PROPERTY**.

e. The Lessee shall be in full compliance with all applicable Federal, State, and local laws and regulations by ensuring EPA registered turf and landscape pesticides shall be applied by Texas Department of Agriculture licensed applicators for general maintenance purposes.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____day of _____, 2025.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2025.

City of San Angelo

_____
Name

_____
Title

US Army Corps of Engineers®
Fort Worth District

O.C. FISHER LAKE

Lease Area
Fee Tract

RECREATIONAL LEASE
CITY OF SAN ANGELO
TOM GREEN COUNTY, TEXAS

EXHIBIT A

US Army Corps of Engineers®
Fort Worth District

O.C. FISHER LAKE

Lease Area
Fee Tract

RECREATIONAL LEASE
CITY OF SAN ANGELO
TOM GREEN COUNTY, TEXAS

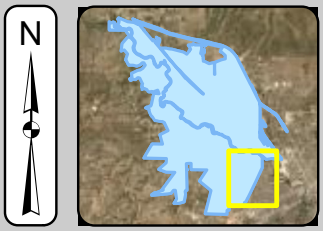

EXHIBIT A

US Army Corps of Engineers®
Fort Worth District

O.C. FISHER LAKE

Lease Area
Fee Tract

RECREATIONAL LEASE
CITY OF SAN ANGELO
TOM GREEN COUNTY, TEXAS

N

EXHIBIT A

O.C. FISHER LAKE
THREE RIVERS REGIONAL PROJECT
TOM GREEN COUNTY, TEXAS
LEASE FOR PUBLIC PARK AND RECREATIONAL PURPOSES

Lessee: City of San Angelo Acres: 200.906

A DESCRIPTION OF 200.906 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING TWO (2) LEASE PARCELS:

Parcel 1 (167.463 Acres)

BEING a 167.463-acre land lease parcel situated in the Edward Foerster Survey, Abstract No. 192, the Johann Moehl Survey, Abstract No. 1655, the Johann Moehl Survey, Abstract No. 1656, the M.F. Mitchell Survey, Abstract No. 8314, the Mary Smith Survey, Abstract No. 5936, the Phillip Schellentrager Survey, Abstract No. 1850, and the T.J. Moore Survey, Abstract No. 5908, in Tom Green County, Texas; said lease also being a portion of that certain called 134.35-acre tract of land (A-2), that certain called 312.10-acre tract of land (A-3), that certain called 5.40-acre tract of land (A-4), that certain called 68.20-acre tract of land (A-5), that certain called 858.10-acre tract of land (A-6), and that certain called 191.20-acre tract of land (A-7-1) acquired by Declaration of Taking, Civil No. 214, on 10 February 1948 in the District Court of the United States for the Northern District of Texas, San Angelo Division; and being more particularly described by the following metes and bounds referencing the Texas State Plane Coordinate System, Central Zone, NAD83:

BEGINNING at a point in the northeast corner of said Tract A-2 in the southern boundary line of said Tract A-3 marked by COE Monument A-2-1, said point having approximate coordinates N: 10,493,244.669, E: 2,247,488.046;

THENCE along the eastern boundary line of said Tract A-2, south 00°22’03” west, a distance of 202.95 feet to a point;

THENCE departing from said eastern boundary line, north 66°20’19” west, a distance of 299.00 feet to a point;

THENCE north 22°40’10” east, a distance of 1,715.48 feet to a point;

THENCE north 22°46’11” east, a distance of 363.92 feet to a point;

THENCE north 23°37’07” east, a distance of 377.97 feet to a point;

THENCE north 23°46’16” east, a distance of 1,021.04 feet to a point;

THENCE north 22°33’56” east, a distance of 1,024.69 feet to a point;

THENCE north 22°18’05” east, a distance of 2041.26 feet to a point;

THENCE north 22°02’22” east, a distance of 189.91 feet to a point;

THENCE north 20°44’39” east, a distance of 234.71 feet to a point;

THENCE north 21°04’25” east, a distance of 350.37 feet to a point;

THENCE north 20°44’20” east, a distance of 294.41 feet to a point;

THENCE north 20°54’11” east, a distance of 205.95 feet to a point;

THENCE north 12°23’57” east, a distance of 613.96 feet to a point;

THENCE north 12°26’01” east, a distance of 58.76 feet to a point;

THENCE north 10°02’32” east, a distance of 40.06 feet to a point;

THENCE north 10°27’05” east, a distance of 233.03 feet to a point;

THENCE north 09°27’05” east, a distance of 296.25 feet to a point;

THENCE north 05°44’53” east, a distance of 206.31 feet to a point;

THENCE north 03°07’08” east, a distance of 84.50 feet to a point;

THENCE north 01°48’21” east, a distance of 255.11 feet to a point;

THENCE north 00°00’01” west, a distance of 1,310.03 feet to a point in the northern boundary line of said Tract A-7-1;

THENCE in a general southeasterly direction along said northern boundary line (roughly downstream with the meanders of the southerly bank of the North Concho River), the following five (5) approximate courses:

1. South 64°08’01” east, a distance of 128.63 feet to a point;
2. South 50°35’29” east, a distance of 321.90 feet to a point;
3. South 45°01’45” east, a distance of 480.39 feet to a point;
4. South 58°47’43” east, a distance of 171.63 feet to a point;
5. South 48°26’04” east, a distance of 121.61 feet to a point in the eastern boundary line of said Tract A-6;

THENCE along said eastern boundary line, south 00°19’58” west, a distance of 2468.96 feet to a point marked by COE Monument A-6-2, said point having approximate coordinates N: 10,500,858.490, E: 2,251,423.436;

THENCE continuing along said eastern boundary line, south 25°20’02” west, a distance of 637.71 feet to a point;

THENCE departing from said eastern boundary line, south 79°48’35” west, a distance of 137.24 feet to a point;

THENCE south 26°10’04” west, a distance of 185.70 feet to a point;

THENCE south 68°02’19” west, a distance of 36.71 feet to a point;

THENCE south 41°28’06” west, a distance of 197.45 feet to a point;

THENCE south 33°27’26” west, a distance of 163.14 feet to a point;

THENCE south 26°04’09” west, a distance of 175.47 feet to a point;

THENCE south 25°30’17” west, a distance of 5,163.30 feet to a point;

THENCE south 21°56’52” west, a distance of 216.70 feet to a point;

THENCE south 19°06’09” west, a distance of 87.31 feet to a point;

THENCE south 14°39’33” west, a distance of 180.55 feet to a point;

THENCE south 09°04’34” west, a distance of 69.58 feet to a point;

THENCE south 05°01’54” west, a distance of 41.49 feet to a point;

THENCE south 00°42’22” west, a distance of 83.90 feet to a point;

THENCE south 01°37’31” east, a distance of 189.50 feet to a point in the eastern boundary line of said Tract A-3;

THENCE along said eastern boundary line, south 25°50’03” west, a distance of 984.98 feet to a point in the southeast corner of said Tract A-3 from which COE Monument A-3-2 bears south 29°21’13” east, a distance of 7.09 feet, said monument having approximate coordinates N: 10,493,241.795, E: 2,247,787.088;

THENCE along the southern boundary line of said Tract A-3, south 89°21’53” west, a distance of 295.58 feet to the **POINT OF BEGINNING**, containing 167.463 acres, more or less;

Parcel 2 (33.443 Acres)

BEING a 33.443-acre land lease parcel situated in the Joseph Heckel Survey, Abstract No. 353, in Tom Green County, Texas; said lease also being a portion of that certain called 4.05-acre tract of land (Tract A-40) acquired by General Warranty Deed on 4 December 1963 to the United States of America in Volume 456, Page 126 of the Deed Records of Tom Green County; and being a portion of that certain called 49.00-acre tract of land (Tract A-42-2A), that certain called 10.00-acre tract of land (Tract A-42-2B), and that certain called 6.03-acre tract of land (Tract A-45) acquired by General Warranty Deed on 11 May 1961 to the United States of America in Volume 424, Page 666 of the Deed Records of Tom Green County; and being a portion of that certain called 2.23-acre tract of land (Tract A-43) acquired by General Warranty Deed on 11 May 1961 to the United States of America in Volume 424, Page 663 of the Deed Records of Tom Green County; and being more particularly described by the following metes and bounds referencing the Texas State Plane Coordinate System, Central Zone, NAD83:

BEGINNING at a southeastern point of said Tract A-43 in the southwestern boundary line of said Tract A-40, said point being marked by COE Monument A-43-5 and having approximate coordinates N: 10,503,179.499, E: 2,255,196.355;

THENCE along the southern boundary line of said Tract A-43, south 60°57'07" west, a distance of 754.95 feet to a point from which COE Monument A-43-6 bears south 80°34'21" east, a distance of 11.42 feet, said monument having approximate coordinates N: 10,502,811.088, E: 2,254,547.635;

THENCE continuing along said southern boundary line in a general northwesterly direction, the following three (3) approximate courses:

1. North 72°27'16" west, a distance of 289.81 feet to a point;
2. North 74°39'00" west, a distance of 229.54 feet to a point;
3. South 82°51'49" west, a distance of 144.26 feet to a point;

THENCE departing from said southern boundary line, north 58°52'01" west, a distance of 6.97 feet to a point;

THENCE north 20°54'24" west, a distance of 179.19 feet to a point;

THENCE north 05°37'19" west, a distance of 5.4 feet to a point;

THENCE north 28°36'25" east, a distance of 328.6 feet to a point;

THENCE north 15°39'15" west, a distance of 120.36 feet to a point;

THENCE north 56°28'14" west, a distance of 17.11 feet to a point;

THENCE north 68°55'27" west, a distance of 102.33 feet to a point;

THENCE north 03°25'57" east, a distance of 167.93 feet to a point;

THENCE north 03°37'03" east, a distance of 206.51 feet to a point;

THENCE north 71°05'41" east, a distance of 181.59 feet to a point;

THENCE north 07°15'07" east, a distance of 269.14 feet to a point;

THENCE north 54°02'40" east, a distance of 409.96 feet to a point in the eastern boundary line of said Tract A-42-2B;

THENCE along said boundary line south 36°10'30" east, a distance of 402.44 feet to a point in the common boundary between said Tracts A-42-2B and A-43;

THENCE along the eastern boundary line of said Tract A-43, south 34°43'07" east, a distance of 607.8 feet to a point;

THENCE along a southern boundary line of said Tract A-43, south 52°03'45" west, a distance of 51.56 feet to a point;

THENCE along an eastern boundary line of said Tract A-43, south 35°35’02” east, a distance of 20 feet to a point in the common boundary between said Tracts A-43 and A-40;

THENCE along the eastern boundary line of said Tract A-40, south 36°27’07” east, a distance of 522.07 feet to a point;

THENCE departing from said boundary line, south 60°57’08” west, a distance of 79.43 feet to the **POINT OF BEGINNING**, containing 33.443 acres, more or less;

This product was calculated from Geographic Information Systems (GIS) software prepared by the U.S. Army Corps of Engineers utilizing spatial references from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using GIS products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

Physical address of the property where the lease is located:

- The San Angelo Soccer Association Complex is located on the parcel with address of 1501 Glenna St., San Angelo, Texas 76901
- The Youth Sports Practice Area (aka 29th St. Sports Complex) is located on the parcel with address of 2929 Riverside Golf Club Rd., San Angelo, Texas 76903

Here is our updated **5-year plan** (beginning CY 2025) for the leased property:

CY 2024:

- Submit letter of request for renovation of the 29th Street Sports Area, Phase 1 – fields renovation.
- Submit letter of request for pedestrian bridge connecting the 29th Street Sports Area with Kirby Community Park, across the North Concho River, Phase 2.
- Submit request to renew lease for property that includes the 29th Street Sports Area and the Soccer fields, Lease No. DACW63-1-00-0706; O.C. Fisher Lake, Texas.
- Get "green light" to proceed with renovation, Phase 1.
- Proceed with Phase 1 of the fields renovation.
- Complete Phase 1.
- Continue to maintain properly and safely the leased properties.

CY 2025 –

- Get "green light" to proceed with Phase 2.
- Proceed with Phase 2 (if authorized).
- Complete Phase 2.
- Secure renewal of the lease.
- Secure a renewal of the sublease for the Soccer fields with the San Angelo Soccer Association.
- Continue to maintain properly and safely the leased properties.

CY 2026 –

- Resod a few of the fields at the Soccer area.
- Continue to maintain properly and safely the leased properties.

CY 2027 –

- Resod a few of the fields at the Soccer area.
- Continue to maintain properly and safely the leased properties.

CY 2028 –

- Replace some of the lights at the Soccer area.
- Continue to maintain properly and safely the leased properties.

CY 2029 –

- Replace some of the lights at the Soccer area.
- Continue to safely and properly maintain the leased properties

Note: at present, there is no expansion or major work intended for the Soccer fields.

EXHIBIT C

ENVIRONMENTAL RECORDS REVIEW TO BE INSERTED UPON RECEIPT IAW CONDITION 26c DACW63-1-25-0600

INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND
Submit with Photo of Real Property

Lake:		**OUTGRANT NO.**	
Property Id Code:		**Property ID of replaces:**	
Structure Desc:			
Private Acquired/Constructed Date:		**Private Acquired/Constructed Cost:**	
Federal Acquired/Constructed Date:		**Federal Acquired/Constructed Cost:**	
Inspection Date:			
Real Property Type (Bldg, Structure)		**Operational Status**	

OUTGRANT STATUS

Structure Permit Date:		**Termination Date:**	
Outgrant Start Date:		**Outgrant Expiration:**	
Removal Requirement:			

Size

Length:		**Width:**		**Height:**		**Num Of Floors:**	
Gross Square Feet (must be > 0)							
Structural Unit (must be > 0)				**Unit of Measure**			
Construction Material Code:				**Wall Material Code:**			

Main Location

Latitude:			**Longitude:**		
Street Address					
City		**County**		**State**	
Recreational Area Location					
Zip code			**Congressional District**		

Accountability/Ownership

Owner:

Owner Address:

FIELD	DEFINITION
Property Id Code	Assigned by Corps of Engineers
Property Id Code Replaces	If Facility replaced property constructed by the Corps of Engineers identify Corps of Engineers Property ID Code
Structure Type:	Description of Real Property, include quantity (ie, number of miles for roads, number of feet for parking, number of campsites, etc)
Acquired/Constructed Date:	Date of Acquisition or Construction Completed by the Grantee
Federal Acquired/Constructed Date:	Date of Acquisition by the Federal Government
Acquired/Constructed Cost:	Final Cost of Acquisition or Construction by the Grantee
Acquired/Constructed Cost:	Final Cost of Acquisition by the Federal Government
Inspection Date:	**On a new construction, this would be the date of the walk through inspection for acceptance.**
Real Property Type	Buildings, Structure, linear structure
Status	Predominant physical / operational status of the asset.
Status Indicator (A, I, E, D)	A (Active), I (Inactive), E (Excess), D (Disposed) - main physical / operational status / use.
Historical Status (1, 2, 3, 4, 5, 6)	Historical Status is reported on all owned and leased buildings, structures, and land assets, except those assets that have been evaluated and for which disclosure of historic status is restricted based upon EO 13007 and Section 304 of the National Historic Preservation Act. Otherwise managed assets (Legal Interest = S, or F) are excluded. Otherwise managed assets (Legal Interest = M) are required.
Size	Size of the real property asset according to appropriate Unit of Measure.
Gross Square Feet (must be > 0)	For building records
Structural Unit (must be > 0)	For structure records - report Structural Unit (size) along with Unit of Measure.
Unit of Measure	Report Unit of Measure along with Structural Unit (size) for each structure record, refer to the Unit of Measure table. Values are: 1 (Each), 2 (Lane Miles), 3 (Linear Feet), 4 (Miles), 5 (Square Yards).
Main Location	Street delivery address for the asset OR the Latitude and Longitude coordinates.
Street Address	GIS format Street Address of the asset. Street Address of at least main gate or main entrance (if security issue in reporting Lat / Long) if located on installation or campus ELSE report ZIP code in this field. For overseas locations with no ZIP code, report nearest city and country in this field.
Latitude	In decimals (Lat/Long optional if Street Address is reported).
Longitude	In decimals (Lat/Long optional if Street Address is reported).
Recreational Area Location	Location of structure - if in a Park use park name
City	City or town associated with the Main Location.
State	State associated with the Main Location. Not required for foreign assets.
County	County associated with the Main Location. Not required for foreign assets.
Zip code	5-digit ZIP code and if known the 4-digit suffix. ZIP codes from USPS.

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the _____ (Title) of the **City of San Angelo**, named as the Grantee herein; and that _____ (signator of outgrant), who signed the foregoing instrument on behalf of the Grantee, was then _____ (title of signator of outgrant) of the **City of San Angelo**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

City of San Angelo

_____
Date

_____
Authorized Representative

_____
Title

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jeffrey Tomlinson, Purchasing Manager, Purchasing

Meeting Date: September 16, 2025

Item type: Consent Item

Caption:

Consider a resolution updating the City Purchasing Policy pursuant to new legislation adopted in SB 1173 by increasing certain purchasing thresholds (Jeff Tomlinson)

Staff Recommendation:

Adopt

Summary/History:

SB 1173 went into effect on September 1, 2025, increasing the Purchasing threshold from $50,000.01 to $100,000.01 for formal procurement. We had to adjust the approval thresholds to reflect this new law.

Key changes to the policy impacting Council:
- Council will only see purchases and expenditures of more than $100,000.

Key changes impacting Vendors:
- The Formal Procurement threshold is no longer $50,000.01 and is now $100,000.01
- Increases the threshold at which the city must contact at least two historically underutilized businesses for an expenditure of more than $3,000 but less than $100,000

Key changes impacting Staff:
- Increasing the formal procurement threshold up to $100,000.01.
- Internal approval thresholds have been shifted to reflect the increase for formal procurement.(For Department Directors and City Managers)
- Removed the use of Blanket Purchase Orders. Staff have been directed to use P-Cards or Inverted Purchase Orders instead.

Purchasing Manager reserves the right to update document formatting and non-financially impacting language.
New purchasing policy effective date is the date of resolution approval.

Funding Source(s):

Financial Impact:

No financial impact for updating the Purchasing Policy.

Other Information/Recommendation:

Attachments:

1.	Resolution Amending Purchasing Policy	Resolution Amending Purchasing Policy.docx
2.	Purchasing Policy 2025 v5	Purchasing Policy 2025 v5.docx

Presentation:

Jeffrey Tomlinson

Approvals/Reviews:

Jeffrey Tomlinson	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

RESOLUTION # _____

RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS UPDATING THE PURCHASING POLICY PURSUANT TO NEW LEGISLATION ADOPTED IN SB 1173 INCREASING CERTAIN PURCHASING THRESHOLDS

WHEREAS, the Code of Ordinances as amended June 20, 2017, requires the City to adopt a purchasing policy to govern purchases in amounts less than the amount required by state law to be competitively bid ("Purchasing Policy"); and

WHEREAS, City Council has adopted a Purchasing Policy as required by the Code of Ordinances; and

WHEREAS, new legislation adopted in SB 1173 increases the threshold at which competitive bidding is required for city purchases to more than $100,000; and increases the threshold at which a city must contact at least two historically underutilized businesses to an expenditure of more than $3,000 but less than $100,000; and

WHEREAS, City Council desires to update the Purchasing Policy as reflected in Exhibit "A" attached hereto to be consistent with state law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN ANGELO, TEXAS:

That the City Council adopts the updated Purchasing Policy attached hereto as Exhibit "A" pursuant to the Code of Ordinances, as the Purchasing Policy of the City effective on the date of this resolution.

PASSED AND APPROVED by the City Council of the City of San Angelo, Texas this 16th day of September, 2025.

CITY OF SAN ANGELO, TEXAS

_____
Tom Thompson, Mayor

ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

City of San Angelo
Purchasing Division

PURCHASING POLICY AND PROCEDURES MANUAL

Revised September 2025

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1. ABOUT PURCHASING

1.1. MISSION STATEMENT

To issue Purchase Orders, provide best value to citizens, ensure financially responsible purchasing decisions are made by City staff, and adhere to all federal, state, and local purchasing guidelines.

1.2. CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to guide all employees engaged in the purchasing function so they may conduct themselves in an ethical manner that will represent the best interest of the City of San Angelo and its citizens.

Proper operation of the City Purchasing Division and City employees engaged in purchasing activities requires that:

- Actions of employees be impartial and fair.
- Decisions and policies are made in the proper channels of government structure.
- Public employment is not used for personal gain.
- Employees engaged in purchasing functions shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that results in personal gain that may affect their impartiality in making decisions on the job. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples for general City use are examples of items that are not considered gratuities.
- Personal judgment should be used. Any questions regarding particular scenarios should be referred to each employee's manager.

1.3. GOALS

To ensure compliance with federal, state and local purchasing laws.

To protect and enhance the reputation of the City of San Angelo and its employees.

To treat all citizens equally with courtesy and impartiality, and refrain from granting any special advantage to any citizen beyond what is available to all citizens.

To provide efficient, productive, and economic service to the public.

To avoid real or potential conflicts between private and public duties, remembering that the public interest must be the principal concern.

To keep confidential all information acquired by reason of one's position which may be used for personal or financial gain for the employee or other persons.

To refrain from securing special privileges or exceptions for themselves or other persons that are not available to all citizens.

To avoid receiving, soliciting or otherwise obtaining anything of value that is greater than "nominal intrinsic value" from any public official, employee, vendor, or citizen that is intended to influence the performance of official duties.

To disclose to the appropriate authority the nature and extent of any financial or personal interest in a City contract, legislation, or in any type of transaction involving the City, when participating in the development of, or giving an official opinion on, the item.

2. METHODS TO PURCHASE

2.1. PURCHASE ORDERS (PO)

A Purchase Order is a document that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding both parties. A Purchase Order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

2.1.1. INVERTED PURCHASE ORDERS

Inverted Purchase Orders are used for situations where more than one payment will be made. For example, construction contracts, utilities, office supplies, equipment leasing, etc. To create an Inverted Purchase Order, simply enter the price in the “Quantity” field and $1.00 in the “Unit Price” field.

2.2. PURCHASING CARDS (P-CARDS)

Using a City issued P-card is approved as a payment method for all non-contracted purchases for faster payment to vendors, and rebate program. All City purchasing policies regarding quote/bid requirements apply. Proof of quote compliance must be attached to the receipt during monthly reconciliation. See P-card Policy for complete details.

3. PURCHASE AMOUNTS AND APPROVALS

The lowest responsive quote that the department intends to use for purchase dictates which price threshold regulations apply. If the department begins the process and the lowest quote exceeds $25,000.00, the quotes must be disregarded, and the Purchasing Manager must be contacted to begin the appropriate process.

3.1. QUOTE/BID REQUIREMENTS

	$0-$3,000.00	$3,000.01-$15,000.00	$15,000.01-$50,000.00	$50,000.01-$100,000.00	$100,000.01+
Quotes	1 Quote	3 Quotes *2 HUB* (Verbal)	3 Quotes Vendor Signed *2 HUB* (Written)	Contact Purchasing	Contact Purchasing
Supporting Documentation				City Manager RQ Form	City Manager RQ Form Council Minutes
Finance Enterprise Approvals	Division Manager	Division Manager	Department Director	City Manager	City Council
Construction Bonds				Payment Bond	Performance & Payment Bonds

3.2. PURCHASES $3,000.00 OR LESS

A Supervisor, Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to $3,000.00 under the following procedures:

A. The Department Director or their designee should select the vendor who will afford the City the best price/value. If the approximate price of a purchase is unknown, multiple quotes should be solicited.
B. A Purchase Order must be issued prior to purchase.
C. P-cards are only approved for single transactions of $500.00 or less.

3.3. PURCHASES $3,000.01 TO $15,000.00

A Division Manager, Director, Assistant City Manager, or the City Manager may authorize expenditures up to $15,000.00 under the following procedures:

A. Prices shall be solicited from three or more vendors, and included in the attachments section of the FINANCE ENTERPRISE purchase requisition. Quotations must include the cost of freight.
B. The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the Notes section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
C. Quotes must be solicited from two or more historically underutilized businesses (HUBs) within Tom Green County for purchases from $3,000.01 to $100,000.00. If there are no HUB vendors, note that in the requisition comments.
D. A Purchase Order must be issued prior to purchase.
E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.4. PURCHASES $15,000.01 TO $50,000.00

A Department Director, Assistant City Manager, or the City Manager may authorize expenditures up to $50,000.00 under the following procedures:

A. Three or more written quotes signed by the vendor must be received and recorded in the "Attachment" section of the FINANCE ENTERPRISE purchase requisition. Quotations must include the cost of freight.
B. The business name and name of the person giving the price quote must be recorded on the purchase requisition for in person, phone, or email quotes. Internet quotes should be entered into the Notes section of the purchase requisition with the business name and company's web address. Quotation documentation must be kept on file by the department soliciting quotes.
C. Quotes must be solicited from two or more HUBs within Tom Green County for purchases from $3,000.01 to $100,000.00. If there are no HUB vendors, note that in the requisition comments.
D. A Purchase Order must be issued prior to purchase.
E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.5. PURCHASES $50,000.01 TO $100,000.00

An Assistant City Manager or the City Manager may authorize expenditures up to $100,000.00 under the following procedures:

A. Signed price quotations must be solicited by Purchasing in writing from three or more vendors for purchases in this price range. All quote documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.
B. Quotes must be solicited from two or more HUBs within Tom Green County for purchases from $3,000.01 to $100,000.00. If there are no HUB vendors, note that in the requisition comments.
C. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the Purchasing Manager, Finance Director, and City Manager's Office.
D. A Purchase Order must be issued prior to purchase.
E. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

3.6. FORMAL PURCHASES ($100,000.01 OR MORE)

The City Council must vote to authorize purchases $100,000.01 or more under the following procedures:

A. All formal competitive bids, proposals, and qualifications must be processed through the Purchasing Division.
B. Solicitations must be advertised in the local newspaper.
C. All formal bid and proposal documentation must be retained by the Purchasing Division pursuant to the City of San Angelo record retention program.

D. No purchase subject to this subsection shall be authorized until the CMO Requisition Approval Form (on the extranet) is signed by the respective Department Director, Purchasing Manager, Finance Director, and City Manager's Office.
E. A Purchase Order must be issued prior to purchase.
F. All other federal, state, and city purchasing laws, as well as, procedures and requirements adopted by the City Council, must be complied with by City staff.

Note: Separate, component, or sequential purchases made in order to avoid the competitive bidding requirement are prohibited by Texas law.

The responsibilities for the bidding process are shared by Purchasing and the department requesting goods or services.

3.6.1. Division Responsibilities

1. Determine the need.
2. Verify budget funding. If necessary, obtain and complete a budget amendment. Contact the Budget Division for assistance.
3. Complete and submit an online RFx Request Form (from the extranet) to Purchasing with the following attachments:
    a. Scope of work
    b. Special terms and conditions
    c. Selection criteria and weighting (RFP and RFQs only)
    d. Specifications
    e. Drawings (if applicable)
    f. Liquidated damages worksheet
    g. Proposed bid form
    h. Potential vendors
4. Perform final review of RFx documents and be prepared to answer questions from vendors routed by Purchasing via email while RFx is published.
5. Attend pre-bid conferences, if applicable, to answer vendors' questions.
6. Once submissions are opened, begin following the steps in Finalizing the RFx Process (on the extranet). Sample bid award and other letters are included in this document.
    a. Review responses; make a selection with review committee using Bonfire
    b. Ensure all committee members complete a Conflict of Interest Form (included on Bonfire)
    c. Ensure the vendor is not debarred on www.sam.gov and print results
    d. Prepare the item for City Council
    e. Send the vendor a Notice of Intent to Award
    f. Work with Purchasing to finalize a contract
    g. For new vendors, contact Accounting to create a vendor number
    h. Enter in Requisition for Purchase before Submitting Council Item in CivicPlus.
7. Following approval by City Council, continue following the steps in Finalizing the RFx Process.
    a. Submit a purchase requisition (with CMO Requisition Approval Form)
    b. Send the vendor a Notice of Award and assist if needed obtaining Form 1295
    c. Obtain vendor's Certificate of Insurance
    d. Collect bonds
    e. Send the vendor a Formal Notice to Proceed
8. Administer bid for the life of the contract
    a. Set up a preconstruction meeting
    b. Monitor price increase requests, lapses in insurance coverage, bonding, etc.
    c. Work with vendor for any Task Order or Change Order requests; forms available on the extranet
    d. Monitor vendor performance through progress meetings/status reports
        i. If performance issues arise, contact Purchasing and the City Attorney. All actions taken (requests for remediation, etc.) must be documented. The vendor shall be given the opportunity to correct any issues, and if necessary, the Vendor Performance Form located

on the extranet should be completed and sent to the vendor (copies to Purchasing and City Attorney).

3.6.2. Purchasing Responsibilities

1. Receive RFx Request Form and other required documents from division
2. Obtain the required insurance coverage amounts from the Risk Management Division
3. Assemble bid/proposal package
4. Establish pre-bid date and location and opening date
5. Place ads in newspaper and upload all documents to Bonfire
6. Distribute RFx invitations to potential vendors via Bonfire
7. Coordinate any questions/responses from vendors and division and publish any required addenda
8. Conduct RFx opening
9. Tabulate bid results and verify responsiveness
10. Review City Council agenda item and related attachments
11. Provide support to divisions at City Council during contract award proceedings
12. Request Form 1295 from the selected vendor
13. Assist divisions with issuance of Purchase Order, Inverted Purchase Order. Regular Purchase Orders must be used for one-time payment contracts and Inverted Purchase Orders must be used when a contract requires payments over time. Multiyear contracts may require multiple annual Purchase Orders.

3.6.3. General

3.6.3.1. Notice Requirements

Tex. Gov't Code § 2269.052

A governmental entity shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law. Notices are, at a minimum, required to be advertised in the local newspaper once a week for two consecutive weeks with the submission date no earlier than 14 days from the first publication date.

3.6.3.2. Restrictions on Communications

Requests for bids/proposals will contain a "Restrictions On Communications" section requesting vendors not to communicate with: 1) elected City officials and their staff regarding the solicitation from the time it has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the solicitation has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation or response submitted by the vendor. All communications should be directed to the Purchasing Division to ensure all vendors are treated equally. Changes or clarifications to the original publicized documents are only binding when communicated through a written addendum.

3.6.3.3. Disqualifications

**Loc. Gov't Code § 252.0436Vendors may be disqualified from the bidding process for any of the following reasons:*

- The vendor is indebted to the City*;
- The vendor is involved in any litigation against the City of San Angelo;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- The bid is not received by the bid submittal deadline;
- The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.

3.6.3.4. Evaluation / Selection Committees and Duties

Serving on an evaluation committee is a commitment to the City to evaluate a proposal in a fair and unbiased manner. Committee members have the following duties:

- Complete a Conflict of Interest Form
- Attend all committee meetings

- Read the RFx and all addenda to acquaint yourself with the nature of the requested goods or services
- Read all vendor responses fully
- Render a fair and impartial evaluation based exclusively upon the evaluation criteria as published in the RFP/RFQ utilizing:
    - The contents of the vendors' proposals;
    - Information gained from clarification of proposals;
    - Oral presentations; and
    - Other legitimate sources of reference.
- Keep all information contained in the submission or obtained during the evaluation process confidential (all information must be available publicly upon award of the contract)

3.6.3.5. SPECIAL CONSIDERATIONS

3.6.3.5.1. LOCAL BUSINESS PREFERENCE CONSIDERATION (BIDS)

Loc. Gov't Code § 271.9051

3.6.3.5.1.1. GOODS AND SERVICES LESS THAN $500,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

(1) the lowest bidder; or
(2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.2. GOODS AND SERVICES $500,000.00 OR MORE

In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more bids from a vendor whose principal place of business is in the City and whose bid is within **three percent (3%)** of the lowest price received from a vendor who is not a resident of the City, the City may enter into a contract with:

(1) the lowest bidder; or
(2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

3.6.3.5.1.3. AWARDS FOR CONSTRUCTION CONTRACTS LESS THAN $100,000.00

In purchasing any real property, personal property that is not affixed to real property, or services, if a city receives one or more bids from a vendor whose principal place of business is in the city and whose bid is within **five percent (5%)** of the lowest price received from a vendor who is not a resident, the City may enter into a contract for construction services in an amount of less than $100,000 with:

(1) the lowest bidder; or
(2) the bidder whose principal place of business is within the City Limits if the governing body determines, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the local government.

LOCAL PREFERENCE SUMMARY

Contract Amount	Goods	General Services	Construction Contracts
< $ 100,000.00	5%	5%	5%

$ 100,000.00 - $ 499,999.99	5%	5%	see below
$ 500,000.00+	3%	3%	see below

3.6.3.5.2. TEXAS VS. OUT-OF-STATE VENDORS

Tex. Gov't Code § 2252.002

Texas law requires that out-of-state vendors, who reside in states that grant their residents a preference for in-state purchases, be evaluated in the same manner that a Texas vendor would be evaluated in the other vendor's home state.

A vendor's home state is determined by the location of its principal place of business. A vendor whose ultimate parent company or majority owner has its principal place of business in Texas would be considered a Texas vendor. Chapter 2252 does not apply to contracts involving federal funds.

In order to be awarded a contract as low bidder, an out-of-state vendor must bid at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a comparable contract in the state in which the out-of-state vendor's principal place of business is located.

In summary, the City must give a preference to in-state vendors if there is an out-of-state vendor that has bid on the contract, if that vendor is located in a state that discriminates against out-of-state vendors in its bid awards. In a bidding situation, if an out-of-state vendor's home state grants a **preference** to its resident vendors, an equal **penalty** is added to the nonresident vendor's proposal when bidding in Texas. The action is opposite, a preference becomes a penalty, but the amount is equal.

3.6.3.6. AWARD OF CONTRACT (FORMAL PURCHASES)

For Request for Proposals/Qualifications, the details of submissions received are not released to the public until after the contract is awarded by the City Council. This is to protect the interests of the City in situations where staff may wish to withhold information in order to obtain more favorable offers during negotiations. It is not designed to protect the interests of private parties that submit information.

The following are exceptions:

1. For Request for Proposals relating to construction projects, if pricing is requested in the published material, the prices must be publicly read aloud.
2. It does not apply when a single individual or entity is seeking a contract as there are no "competitors" for the contract.
3. Any portions of submissions that contain trade secrets or other commercial or financial information must be withheld and kept confidential by law.
4. For Request for Bids, the bid tabulation is posted prior to the award by Council.

When a selection committee is used, all scoring sheets, summary sheets, committee worksheets, etc. must be kept by the divisions and available to the public following the bid award.

All requests for information, before and after the award of contract, should be referred to the City Clerk's office as a formal Public Information Request.

3.6.3.7. PROTEST, REVIEW, AND APPEAL

When awards are not made to the lowest bidder, the facts and the basis for the award decision must be well documented and such documentation must remain available for public review.

Unsuccessful vendors wishing to protest an award are required to furnish sufficient evidence to challenge the decision within five business days of the award of the bid by the City Council. Review of the bid challenge will be made by the City Manager and their decision will be final. The City can continue with the bid award while awaiting a final decision on the appeal process.

4. EXCEPTIONS TO QUOTE REQUIREMENTS

4.1. WAIVER OF BID OR QUOTE REQUIREMENTS

Loc. Gov't Code § 252.022

The following items do not require bids/quotes to be obtained:

A. Advertising, other than legal notices.
B. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
C. Films, manuscripts, or books.
D. Gas, water, and other utility services.
E. Captive replacement parts or components for equipment.
F. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
G. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
H. Products that are purchased to be resold to the public.
I. Services and goods produced by blind or disabled persons.

4.2. SOLE SOURCE PURCHASES

Loc. Gov't Code § 252.022

On a case-by-case basis, bid or quote requirements may be waived due to a purchase being sole source. A sole source is a good or service that is only available from one vendor in the marketplace.

A sole source purchase may be approved if the vendor completes and returns the Sole Source Affidavit stating that they satisfy one of the following requirements:

A. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
B. A film, manuscript, or book;
C. A captive replacement part or component for equipment.

Sole Source Affidavits (on the extranet) must be renewed annually and follow the regular approval flow established by the City.

4.3. COOPERATIVE PURCHASES

Bid or quote requirements may be waived if the purchase is made through a purchasing cooperative. City Council has the authority to approve admission into a new cooperative by resolution. Below is a current list of cooperatives the City is a member of, please contact Purchasing for further information:

- BuyBoard
- General Services Administration (GSA) (some federal restrictions apply)
- Houston-Galveston Area Council of Governments (HGAC)
- Sourcewell
- National Purchasing Partners (NPP)
- Texas Cooperative Purchasing Network (TCPN)/ National Intergovernmental Purchasing Alliance (National IPA)
- Texas Department of Information Resources (DIR)
- The Interlocal Purchasing System (TIPS)
- Texas Multiple Award Schedule (TXMAS)
- Texas SmartBuy
- Omnia Partners (Formerly National IPA, US Communities, TCPN)
- Equalis Group

4.4. INTERGOVERNMENTAL PURCHASES

The Texas Local Government Code permits the City to utilize other entities' contracts without going to bid, when the following criteria are met:

- An Interlocal Agreement, approved by the City Council and signed by both parties, must be on file in the City Clerk's Office.
- The contract must have an active period of performance.
- The purchase was advertised and competitively bid.
- The governmental entity, and the vendor, must be willing to share their contract pricing.
- A copy of the contract relating to the purchase, if applicable, must be reviewed by the City Attorney's office.

83rd Legislature House Bill 1050

- The purchase must not be construction-related goods or services in an amount greater than $50,000.00 unless a person designated by the City certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) the plans and specifications required by an architect or engineer under current law have already been prepared.
- If $100,000.01 or more, the purchase must be approved by City Council.
- The current contract number, entity, and expiration date must appear on the purchase requisition and Purchase Order.

5. TYPES OF FORMAL SOLICITATIONS

5.1. REQUEST FOR BIDS (RFB)

State Law allows municipalities to utilize various methods of procurement to obtain the services or products that we may require. Those methods are:

5.1.1. LOWEST BID

This is the traditional method of obtaining goods and services where price is the only factor used to determine the contract award. This method should only be used for non-complex specifications (simple products).

5.1.2. LOWEST RESPONSIBLE BIDDER

This method is commonly used for the purchase of goods and services in order to make a selection based on factors other than pricing. The "Lowest Responsible Bidder" is one who submits the lowest bid *and* who has proven themselves capable of performing a contract and/or appears financially and technically capable of adequately performing the contract. The selection criteria must be published in the RFB.

In determining if a bidder is "responsible" the following may be considered:

A. Price
B. Record of federal, state or local governmental entity suspension, termination or debarment
C. References
D. Safety record
E. Vendor's past relationship with the City
F. Any relevant criteria specifically listed in the RFB

5.1.3. BEST VALUE

In determining best value, the following criteria may be considered:

A. Purchase price.
B. Reputation of the vendor and vendor's goods and services.
C. Quality of the vendor's goods and services.
D. Extent to which goods and services meet the City's needs.
E. Vendor's past relationship with the City.
F. Impact on the City's ability to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities.
G. Total long-term cost to the City to acquire the vendor's goods and services.

5.2. REQUEST FOR PROPOSALS (RFP)

A procurement method where the City requests proposals based on the scope of work provided, ranks the vendors, negotiates a contract, and then awards the project to the vendor that offers the best overall proposal. The selection criteria must be published and should include specific factors for selecting vendors, e.g., pricing, references, financial stability, local experience, etc.

5.3. REQUEST FOR QUALIFICATIONS (RFQ)

A procurement method where the City requests vendor qualifications based on the scope of work provided (no pricing/cost information can be requested), ranks the vendors, negotiates a contract, and then awards the contract to most qualified vendor. The selection criteria must be published and should include specific factors for selecting vendors, e.g., qualifications, references, financial stability, local experience, etc. Any vendor that provides pricing/cost information will be disqualified.

6. SPECIFIC PURCHASE TYPES

6.1. CONSTRUCTION

Tex. Gov't Code § 2269

All work on City property requires a contract signed by the City Manager and certificates of insurance. The department must prove that using an alternative method is the best value for the City. Unless prior authorization is given by City Council to use an alternative method, the City must use the Lowest Responsible Bid method for construction purchases. If a variance is approved by City Council, the City may use the construction manager-agent, construction manager-at-risk, design-build, job order contract, or request for competitive sealed proposal methods in lieu of standard competitive bidding.

These alternative delivery methods have some advantages over traditional competitive bidding since subjective considerations can be taken into account. When subjective criteria is used in the selection process, the City has greater flexibility to choose vendors that can provide maximum quality on every project. Further, alternative delivery systems are advantageous on projects where time, flexibility, and/or innovation is critical. The downside is that the selection process usually takes longer.

Purchasing can assist in selecting the best method for each project.

6.1.1. CONSTRUCTION MANAGER-AGENT (CMA)

The construction manager-agent method allows the City to employ an agent to oversee a project on its behalf. The "agent" which is hired by the City is known as the CMA. Typically, the CMA will be a general contractor, architect, or engineer with experience constructing the type of project the City is building. The CMA manages the project for the City during the design and construction phase.

6.1.2. CONSTRUCTION MANAGER-AT-RISK (CMAR)

Construction manager-at-risk is a delivery method by which the City contracts with an architect or engineer for design and construction phase services and also contracts with a construction manager-at-risk to serve as the general contractor.

The CMAR provides consultation during the design, construction, rehabilitation, alteration, or repair of a facility. Under this method of procurement, the contractor assumes the risk for any expenditures/work above the contracted price. The contracted price may be a guaranteed maximum price.

Once awarded the contract, the CMAR must publicly advertise for bids from trade contractors or subcontractors for the performance of all major elements of the work, as outlined by state law. The CMAR may only perform minor work itself unless it submits a bid/proposal in the same manner as others and is chosen by the governmental entity as the best value.

6.1.3. DESIGN-BUILD

Design-build is a project delivery method by which the City contracts with a single entity to provide design and construction services. The City must also assign either a city architect, engineer, or contract separately from the design-build firm to provide oversight. This type of procurement method is normally used for building construction, but can also be used for some limited public works contracts. After the passage of H.B. 1050 in 2013, the use of design-build for civil projects is limited to cities whose population is between 100,000 and 500,000 (limited to four projects per fiscal year) and greater than 500,000 (limited to six projects per fiscal year).

6.1.4. JOB ORDER CONTRACTING

Job order contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. This method applies only to a facility that is a building governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. Indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The solicitation must establish the maximum aggregate contract price when advertised. The job order method cannot be used for civil engineering construction projects or a building or structure that is incidental to a project that is primarily a civil

engineering construction project. City Council must approve each job, task, or Purchase Order that exceeds $100,000.01

Commented [TJ1]: Changed to match new threshold.

6.1.5. Request for Competitive Sealed Proposal

Request for Competitive Sealed Proposal is a procurement method that allows the City to award construction contracts based on project relevant weighted factors other than selecting a company on price alone. The selection criteria should be consistent with weighting for traditional bids and be a balanced approach between pricing options, vendor qualifications, vendor experience, and local economic support. The City Council proposed the following Local Preference weighting criteria for use in construction related projects over $100,000.00 pursuant to Tex. Gov't Code § 2269.051 at meetings held August 6 and November 5, 2013:

Local Preference Weighting (Construction Projects)

Projected Contract Amount	%
$ 100,000.01 to $ 500,000.00	5%
$ 500,000.01 to $ 1,500,000.00	4%
$ 1,500,000.01 or more	3%

6.1.6. Construction Project Bonding Requirements

Tex. Gov't Code § 2253.021

Payment and Performance Bonds are required for construction projects to protect the City's interests. The project's dollar value determines which bond(s) are needed.

6.1.7. Payment Bonds

A Payment Bond is a surety bond issued by an insurance company or bank to guarantee that a vendor will pay fees owed for labor and materials necessary for construction of a project. Construction contracts over $50,000.00 require a Payment Bond. The Risk Manager approves its form prior to contract award.

6.1.8. Performance Bonds

A Performance Bond is a surety bond issued by an insurance company or bank to guarantee satisfactory completion of a project by a vendor. A Performance Bond is required for construction contracts over $100,000.00. The bond must be in the full amount of the contract price, conditioned that the vendor will faithfully perform the contract, executed by a surety company authorized to do business in the state, payable to the City, and its form must be approved by the Risk Manager.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Under this section, the following must be clearly and prominently displayed on the bond or on an attachment to the bond:

A. the name, mailing address, physical address, and 10-digit telephone number of the surety company to which any notice of claim should be sent; or
B. the toll-free telephone number maintained by the Texas Department of Insurance under Insurance Code 521.051, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City does not require a vendor for any public building, or other construction contract, to obtain a surety bond from any specific insurance or surety company, agent, or broker.

6.2. PROFESSIONAL AND PERSONAL SERVICE CONTRACTS

All services require a contract signed by the City Manager if equal to or over $25,000.01. If equal to or under $25,000, the Department Directors and Managers are authorized to sign.

Tex. Gov't Code § 2254

Texas law states that **all** contracts, regardless of the dollar amount, must be reviewed by the City Attorney's Office and approved in accordance to standard approval thresholds. The professional fees under the contract must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

6.2.1. PROFESSIONAL SERVICES

The City is prohibited from using competitive bidding procedures to obtain professional services. Instead, the City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. If the City is unable to negotiate a contract with the most highly qualified provider, the City must then formally end negotiations with that provider. After negotiations have formally ended, the City must select the next most highly qualified provider and attempt to negotiate a contract with that provider. If necessary, the City must continue the process of formally ending negotiations with one provider and selecting another provider for negotiations until a contract is obtained, or all qualified providers have been eliminated.

Professional Services are considered as:

A. within the scope of the practice, as defined by state law, of:
   - (i) accounting;
   - (ii) architecture;
   - (iii) landscape architecture;
   - (iv) land surveying;
   - (v) medicine;
   - (vi) optometry;
   - (vii) professional engineering;
   - (viii) real estate appraising;
   - (ix) professional nursing; or
B. provided in connection with the professional employment or practice of a person who is licensed or registered as:
   - (i) a certified public accountant;
   - (ii) an architect;
   - (iii) a landscape architect;
   - (iv) a land surveyor;
   - (v) a physician, including a surgeon;
   - (vi) an optometrist;
   - (vii) a professional engineer;
   - (viii) a state certified or state licensed real estate appraiser; or
   - (ix) a registered nurse.

Note: If the professional services desired by the City do not fall explicitly under the Professional Services Procurement Act, they may generally be obtained with or without the use of competitive bidding, as the City desires.

6.2.2. ENGINEER

If public health, safety, or welfare and professional engineering issues are involved, the engineering plans, specifications, and estimates for the construction of a public work generally must be prepared by a licensed professional engineer. Further, the engineering for construction usually must be executed under the direct supervision of a licensed professional engineer.

There are two circumstances in which the above requirements do not apply to the construction of a public work by the City.

1. A public work that involves a total expenditure of $8,000.00 or less, even if the work involves structural, electrical or mechanical engineering.

2. A public work that does not involve structural, electrical or mechanical engineering, as long as the total contemplated expenditure on the project will not exceed $20,000.00.

6.2.3. Architect

A registered architect must prepare the architectural plans and specifications for constructing a new city building if the building will be used for education, assembly, or office occupancy and the construction costs will exceed $100,000.00.

Also, for any alteration or addition to an existing city building, a registered architect must prepare the architectural plans and specifications if the building is used or will be used for education, assembly, or office occupancy, the construction costs for the alteration or addition will exceed $50,000.00, and the alteration or addition requires the removal, relocation, or addition of any walls or partitions, or requires the alteration or addition of an exit.

6.2.4. Personal Services

Loc. Gov't Code, § 252.022 (a) 4

Texas law exempts contracts for personal services from the competitive bidding requirements. The Texas Supreme Court has defined personal services to include only those services that are performed personally by the individual who was contracted to perform them. For a contract to qualify as a contract for personal services, the compensation in the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.

Some examples are:

- Artistic Designers
- Referees
- Class Instructors

6.3. ASSET CAPITALIZATION

6.3.1. Capital Assets

Capital assets are classified as specific pieces of real or personal property that meet the characteristics outlined by the City's Capital/Fixed Asset Policy which is available from Accounting.

6.3.1.1. Computer Purchases

Most computer purchases are considered a capital purchase.

To initiate a Dell computer purchase, obtain a quote from IT. Enter all quote information into a purchase requisition and submit to Purchasing via Finance Enterprise. Once processed by Purchasing you will receive a PO and the eQuote will be ordered through Dell on your behalf. When the Invoice is received by Purchasing it will be sent to you and must be paid promptly as soon as all items are delivered.

For other technology purchases, including technology purchases on the P-card, reach out to IT for guidance prior to purchase.

6.3.2. Non-Capital Assets

The following items are not considered Capital Assets:

1. Inventory – must be held for resale
2. Replacement/Spare Parts – cannot materially alter the asset

6.4. EQUIPMENT LEASES

The procedure for leasing equipment is to determine the type of equipment needed, analyze all types of equipment/machinery available, develop specifications, and follow all quote/bid requirements established for purchases at the anticipated whole life dollar value of the lease. To calculate the whole life dollar value of the lease, include down payments, buyout costs (lease to own, option to purchase, balloon payment, etc.), and sum of routine payments for the life of the lease. Prior to a Purchase Order award, all leases must be processed through the City Attorney's Office and signed by the City Manager.

6.5. UNIFORMS

The City has contracted with a uniform vendor to provide leased or purchased clothing items for eligible departments. Clothing items purchased outside of the contracted vendor must be reimbursed to the City. P-cards cannot be used for clothing purchases. For more details, see the complete Uniform Policy available on the extranet.

7. DISPOSAL OF SURPLUS PROPERTY

Surplus property can be any tangible, movable (not permanently affixed) item owned by the City for which there is no foreseeable use or need for continued ownership.

7.1. OVERVIEW

A. When a Department Director determines that City property is no longer useful to the City but may be useful to another entity, they may offer the items for sale or donation.
B. The Director must determine the salvage and surplus value of the property. Property with no value can be donated, but for all other property, the City should receive something of value in return.
C. Each conveyance document must be signed by a person with adequate authority and be reviewed by the City Attorney's Office before being placed on the agenda for approval by City Council.

7.2. DISPOSING OF SURPLUS PROPERTY BY AUCTION

A. The Director should compile a list of property to be auctioned, a complete description of the property, estimated value, asset number, and photographs (if possible) should be provided. All fleet items should be forwarded to the Fleet Services Division while non-fleet items should be forwarded to the Accounting Division.
B. Prior to the auction, Fleet Services will distribute a listing of all available items to the City. If a department is interested in a surplus item, they must notify Fleet Services in writing. Items will be given to the first interested party.

7.3. DISPOSING OF SURPLUS PROPERTY OUTSIDE OF AUCTION

City Attorney Memo March 22, 2001

There is no legal requirement to put personal property out for bid before sale. However, the City is required to sell used property at fair market value, even to other governmental or volunteer groups. Situations may arise where a director wishes to sell or donate items outside of the auction process. Directors must contact the Legal Department before donating any items as Council approval is needed.

8. GENERAL GUIDELINES

8.1. CHANGE ORDERS

Loc. Gov't Code § 271.060

A Change Order cannot be made until after a contract has been awarded and performance of the contract has begun.

If changes to plans or specifications, the quantity of work to be performed, or changes to the materials, equipment, or supplies to be furnished are necessary, the City may approve Change Orders.

The original contract price may not be increased by more than 25% of the amount awarded by the City Council. The original contract price may not be decreased under this section by more than 25% without the consent of the vendor. Should a Change Order be needed that increases the original contract value by more than 25%, the requested changes must be re-bid using City procedures.

Directors may approve Change Orders up to $50,000.00, the City Manager may approve Change Orders $50,000.01 to $100,000.00, City Council must approve Change Orders $100,000.01 or more. Change Orders $50,000.01 or more require a CMO Change Order Approval Form available on the extranet.

8.2. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

When making an expenditure of $3,000.01 or more but less than $100,000.00, the City must contact at least two (2) HUB vendors for quotes. If there is not a certified HUB in Tom Green County, the City is exempt from this section, which must be noted in the purchase requisition.

The list of HUB vendors for Tom Green County can be found on the Texas Comptroller of Public Accounts website: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp

8.3. CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that a vendor must complete to comply with this law, are available on the Texas Ethics Commission website at: https://www.ethics.state.tx.us/forms/conflict/

Departments are required to provide any vendor that is currently doing business with, or is seeking to do business with, the City a copy of the "Notice to Vendors". It is the vendor's responsibility to complete the Form CIQ and file it with the City Clerk of the City of San Angelo no later than the seventh business day after the vendor becomes aware of the facts that require the form to be filed.

8.4. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/filinginfo/1295/. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be signed digitally within thirty (30) days of Council award or the contract may be voided.

8.5. CERTIFICATES OF INSURANCE

Before any vendor is allowed to work on City property, department personnel must contact Risk Management to determine the insurance coverage required. Coverage and limits are determined by how much risk is involved. If required, the vendor must furnish the City with a current Certificate of Insurance, naming the City as an additional insured and waiver of subrogation prior to commencement of work.

8.6. FEDERAL FUNDING

Purchases requiring an expenditure of federal funds shall be reviewed by the Purchasing Division and Grant Administrator to ensure compliance with Federal Regulations (Grant Assurances). Grants awarded to the City generally have specific requirements that must be included in the bid/proposal documents. If these requirements are not met, it is possible that funding can be revoked or a substantial penalty applied. The responsibility of ensuring that all required provisions are met lies with the department receiving the grant funds.

8.6.1. PREVAILING WAGES

Tex. Gov't Code § 2258

The Prevailing Wage Law requires that workers be paid certain hourly wages and benefits for all public works contracts regardless of the dollar amount. This chapter applies only to the construction of public works including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Wage and Hour decisions can be viewed at the following web address: Home | U.S. Department of Labor (www.dol.gov). Projects for construction of public works or demolition of property tied to construction shall include a Prevailing Wage Decision as part of the bid specifications and it is the division's responsibility to ensure that wages for each labor class are paid according to the applicable Prevailing Wage Law.

An officer, agent, or representative of the City and vendor commits an offense if the person willfully violates or does not comply with the prevailing wage and benefit requirements. An offense under this section is punishable by:

(1) a fine not to exceed $500.00;
(2) confinement in jail for a term not to exceed six months; or
(3) both a fine and confinement.

As a part of the terms and conditions of a City contract, prime and subcontractors will be required to submit certified payrolls on a weekly basis to the City's representative. Certified payrolls list the workers on the job site, along with title/function in the particular week on the job site, and the wages paid to the worker. The City representative is responsible for monitoring the payrolls and conducting field audits and on-site interviews to verify information. If contractors are found to be in violation, a penalty may be assessed pursuant to state law.

8.6.2. FEDERALLY FUNDED PROCUREMENT PROJECTS

The City agrees to follow all Federal Guidelines as mentioned in CFR 200 Part D (https://www.ecfr.gov/current/title-2/part-200/subpart-D). The City will also follow Federal Guidelines as mentioned in 2 C.F.R. §§ 200.317 – 200.327.

8.7. URGENT AND EMERGENCY PURCHASES

8.7.1. URGENT PURCHASES

Urgent purchases occur when a situation arises that should have been anticipated and pre-planned but does not have a potential public safety impact.

These purchases are not exempt from the standard quote and bid processes.

8.7.2. Emergency Purchases

Loc. Gov't Code § 252.022

Emergency purchases occur when a situation arises that was unforeseen, must be remedied immediately, and has a potential public safety impact. Examples of this are:

- Acts of God.
- Unforeseen repairs to machinery critical to City operations.
- Items/services needed to preserve and protect the health and safety of the City's residents.
- Unforeseen damage to public machinery, equipment or other property.

Emergency purchases are exempt from competitive bidding, though quotes should be obtained if practical.

8.7.2.1. Emergency Purchases Under $100,000.00

If a department recognizes that an emergency has developed, they must do the following:

1. Estimate the cost of correcting the emergency.
2. Identify potential vendors to perform service and/or supply materials. Prevailing wages, insurance, and contract requirements are still required. Contact the City Attorney's Office and Purchasing with questions.
3. Enter a requisition into FINANCE ENTERPRISE, clearly marked as "Emergency." Fully document the reason for the emergency purchase in the comment section of the purchase requisition. Email sanangelo.gov to notify the Purchasing Division of the request.
4. The Purchasing Division will review the validity of the emergency request and issue a Purchase Order.

8.7.2.2. Emergency Purchases over $100,000.00

If an emergency occurs that requires a purchase over $100,000.00, contact Purchasing for assistance.

While emergency purchases are exempt from procurement law requirements, the City Charter requires all purchases in excess of $100,000 be approved by the City Council. If Council approval cannot be obtained prior to purchase, the department must prepare an agenda item and request the purchase be ratified at the next Council meeting. It should be noted that until Council approves the item, the vendor is working at risk.

8.8. FREIGHT

8.8.1. Shipping

Purchases must be shipped FOB destination, freight pre-paid. This means the carrier owns the merchandise until it reaches its destination and there will not be a separate invoice for freight. If anything should happen to the merchandise during shipping, the carrier is responsible for the filing of claims, instead of the City.

8.8.2. Receiving Freight and Shipments

It is the responsibility of the individual who signs the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who signs for receipt of goods acknowledges the item was received and accepted as delivered.

When receiving a shipment:

A. Confirm the package or carton is being delivered to the proper location.
B. Verify the number of cartons, crates, or pieces is correct according to quantities on the packing slip.
C. Open packages and verify the order is correct.
D. Sign the delivery slip legibly to ensure readability should a tracking issue arise.

8.8.2.1. Damaged Cartons

Visible Damage - Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. The specific type of damage should be stated on the delivery receipt. The driver should sign (not just initial) your copy of the receipt legibly to verify they acknowledge the damage.

Concealed Damage - If the shipment of goods received shows no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

To address damaged cartons:

A. Call the carrier immediately upon discovery of the damage and request an inspection. When making a request for an inspection, advise the carrier of the value of the damaged goods. If the value is less than $50.00, most carriers will likely waive inspection. Notate the date and the person contacted.
B. All shipping cartons should be retained for inspection.
C. When inspection is made, specific damages should be notated by both parties and signed by both on the inspection report.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: September 16, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for one-time funding of projects and equipment and Short-Term Debt (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

This proposed amendment contains the following item (additional information attached):

- One-time funding for projects and equipment proposed at the August 5th budget workshop
- Short-Term Debt for the Airport south taxilane construction project

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			-$788,000
General Debt Service Fund			-$1,142,322
General Equipment Replacement			$0
General Capital Projects			$0
Short-term Debt			$0

Financial Impact:

The numbers above are net benefit/(cost). See Exhibit A of the ordinance for additional details. Negative numbers indicate the use of fund balance. Funds showing $0.00 have a corresponding revenue and expenditure offset each other; therefore, the net financial impact is zero. Please see the attached BA memos for more details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	2025 09-02 Ordinance Debt Service and One Time Funding	2025 09-02 Ordinance Debt Service and One Time Funding.docx
2.	BA Memo - Short Term Tax Note	BA Memo - Short Term Tax Note.pdf
3.	BA Memo - One-Time Allocations	BA Memo - One-Time Allocations.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR ONE TIME FUNDING FOR PROJECTS AND EQUIPMENT AND SHORT - TERM DEBT.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO, TEXAS THAT:

The City's budget for fiscal year 2024-2025 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 2nd day of September 2025 and finally PASSED on this 16th day of September 2025.

ATTEST:

_____
Heather Stastny, City Clerk

THE CITY OF SAN ANGELO, TEXAS:

_____
Tom Thompson, Mayor

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Finance Director

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

Exhibit A

City of San Angelo
Proposed Budget Amendment

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	-	788,000	(788,000)
Debt Service	47,169	1,189,491	(1,142,322)
Equipment Replacement	250,000	250,000	-
General Capital Projects	250,000	250,000	-
Short Term Debt	1,110,000	1,110,000	-
	$1,647,169	**$3,587,491**	**$(1,930,322)**

City of San Angelo

Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Allocate One Time Funding for Projects and Equipment	General Fund Fund Balance	500,000	1,288,000	(788,000)
Short-Term Debt	General Debt Service Fund	1,157,169	2,299,491	(1,142,322)
		$1,657,169	**$3,587,491**	**$(1,930,322)**

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Ryan Gaddy, Asst Director of Finance

Date: 09/02/2025

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Short Term Debt Proceeds for Airport South Taxilane construction

Source of Funding:

General Debt Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

Yes, at 08/19/2025 Council meeting

Project/Budget to be amended	Revenue	Expense
Short Term Debt Fund		
Proceeds	1,110,000	
Construction		1,062,831
Transfer to Debt Service		47,169
Debt Service Fund		
Transfer from Short term Debt	47,169	
Issue Costs		44,000
Debt Payment		1,145,491

Additional Comments:

The South Taxilane construction will provide aeronautical access to green space parcels for hangar development at the airport. This project is funded by FAA Infrastructure Investment Jobs Act (IIJA) and Airport Improvement Grant (AIG) Funds. Additionally, the airport is committing $300,000 from Fund Balance, and the City of San Angelo is committing $1,062,831 to fund the Non-Federal portions of the project.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Jonathan Flores, Budget Manager

Date: 09/02/2025

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Allocate funding for projects and equipment with one time funding

Source of Funding:

General Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

One time costs were discussed during the 08/05/2025 Budget Workshop

Project/Budget to be amended	Revenue	Expense
PD Portable Building		250,000
PD Body Armor		100,000
PD Ammunition		50,000
PD District Mapping		15,000
PD External Evidence Audit		75,000
Additional Equipment Replacement		250,000
Gridsmart Detection Cameras		48,000

Additional Comments:

Allocations for the Fire SAFER grant ($360,000) and City Fuel Site ($1,200,000) will be allocated upon the approval of the grant and project construction contracts.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: September 16, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance for a text amendment to Chapter 2 “Administration and Personnel,” Article 2.07 “Boards, Committees and Commissions,” Division 11 “Public Art Commission,” Section 2.07.161 “Creation; members,” and Section 2.07.162 “Duties” to provide for additional commission membership qualifications and duties, providing for severability and providing for and effective date (Carl White)

Staff Recommendation:

Adopt

Summary/History:

The Public Art Commission has taken on a new responsibility: the review, consideration and recommendation of Hotel Occupancy Tax funds for applying qualified entities for arts-related projects and events that help to generate hotel/motel room nights. This item includes minor textual changes to the Public Art Commission ordinance that includes the role of the performing arts on the Commission.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

There is no financial impact related to this item.

Attachments:

1. Amending Ordinance Ch. 2 Div 11 — Amending Ordinance Ch. 2 Div 11.docx

Presentation:

Carl White

Approvals/Reviews:

Carl White	Created/Initiated
Brandon Dyson	Approved

Heather Stastny	Final Approval

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION AND PERSONNEL," ARTICLE 2.07 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 11 "PUBLIC ART COMMISSION," BY REVISING SECTIONS 2.07.161 AND 2.07.162 TO PROVIDE FOR ADDITIONAL COMMISSION MEMBERSHIP QUALIFICATIONS AND DUTIES; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Art Commission is a City Council created commission created to review and make recommendations to City Council regarding the arts; and

WHEREAS, the Commission has traditionally focused on visual arts; and

WHEREAS, City Council also supports performing arts and desires that the Commission membership have representation from the performing arts community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO, TEXAS THAT:

Section 1: CHAPTER 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 11 "Public Art Commission," Section 2.07.161 "Creation; members," and Section 2.07.162 "Duties" is hereby amended as shown on **Exhibit "A"**.

Section 2: The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 3: This Ordinance shall be effective upon final passage.

INTRODUCED with public hearing the 2nd day of September 2025, and finally PASSED this 16th day of September, 2025.

THE CITY OF SAN ANGELO, TEXAS:

_____

Tom Thompson, Mayor

ATTEST:

_____

Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____

Brandon Dyson, City Attorney

EXHIBIT "A"

Sec. 2.07.161 Creation; members

(a) There is hereby created a city public art commission.

(b) To the extent available, the city council shall appoint to the commission:

(1) At least one member who is a teacher or professor of art, visual or performing.

(2) At least one member who is a member of the San Angelo Museum of Fine Arts or a local art organization.

(3) At least one member who is a visual artist.

(4) At least one member who is a performing artist.

(5) At least one member who is a landscape architect, architect, engineer, or other type of design professional.

(c) There may be one ex-officio nonvoting member who represents the parks and recreation department or parks and recreation advisory board as designated by the city council from time to time.

Sec. 2.07.162 Duties

The commission shall act as an advisory board to the city council and city manager on the selection and placement of art on city owned or controlled property, and this shall be accomplished through:

(1) Developing a plan for the appropriate location for works of art;

(2) Developing a plan for the type of art that will be recommended at the different locations;

(3) Evaluating and making recommendation on art that is proposed for donation to the city or for temporary display; and

(4) Assisting with related projects which the city council directs it to investigate, study and make recommendations on from time to time.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Morgan Chegwidden, Assistant Director of Neighborhood Services, Neighborhood and Family Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

Consider awarding AS-02-25 to Concho Valley PAWS for animal rescue services in the amount of $162,000 and authorizing the City Manager to negotiate and execute all necessary documents, or in the alternative, reject such proposal and consider implementing in-house programming for such services (Presentation by Neighborhood & Family Services Interim Director Morgan Chegwidden)

Staff Recommendation:

Direction from Council

Summary/History:

The City of San Angelo Animal Services Division is facing the end of the multi-year agreement with rescue partner Concho Valley PAWS. At this time, the City may:

- Accept the proposal from Concho Valley PAWS to continue contracting rescue services; or
- Revert adoption and other programming to the City.

Contracted Vendor:
Concho Valley PAWS' proposes a contract fee of $162,000 with adoption services for $102,000 and spay/neuter assistance for $60,000.
PAWS would continue to provide adoption, foster, transfer, and medical services. The cost for this programming is proposed at $102,000, a 34% increase from the FY25 budget of $76,006.
PAWS proposes funding for an additional component of $60,000 to support spay/neuter assistance for owned pets. The City's contribution would be included in PAWS' low-cost spay and neuter program (SNIP) to help families with pets who would otherwise find the procedures cost-prohibitive.
*The Animal Shelter Advisory Committee recommends a continued rescue agreement.

In-House Adoptions and Other Programs:
The City may offer limited adoption and other programming for a budget increase of $63,500 for one full-time employee. This employee would coordinate the outcome of animals, whether by adoption or rescue transfer.
Adopters would directly pay a veterinarian of their choosing for the spay/neuter and rabies vaccine of their selected pet. The pet would remain at the shelter until the appointment date. City staff would transport the

animal to the veterinary clinic for the surgery. The adopter would pick up their pet from the veterinarian. The City would not collect or remit any funds for this service.
Incorporated 501(c)(3) rescue organizations may pull animals from the shelter. They would provide proof of spay/neuter status once they complete it at their own cost. Animals in need of advanced or emergency medical services would be eligible for rescue transfer or euthanasia.
The City would not implement a foster or volunteer program at this time, as additional resources would be necessary.
*The task force recommends a City-operated adoption and rescue transfer program.

Staff requests City Council direction.

Funding Source(s):

Financial Impact:

Concho Valley PAWS proposes a contract fee of $162,000 with adoption services for $102,000 and spay/neuter assistance for $60,000.

Alternatively, the City may offer limited adoption and transfer services for a cost of $60,000 and one additional full-time employee.

Other Information/Recommendation:

The City Council-appointed task force recommends reverting services back to City responsibility.

The Animal Shelter Advisory Committee recommended publishing a request for proposal and continuing contracted rescue services.

Attachments:

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden	Created/Initiated
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

Consider an appeal by the Public Works Executive Director and the Planning and Development Services Director of the Planning Commission's August 18, 2025, approval of two variances associated with the Elsie Gayer, Section One Final Plat and a sidewalk waiver appeal:
1. Variance from Section 10.III.A.2 to allow a minimum pavement width of ~20 ft. in lieu of the required 26 ft. for N. Poe St. from the intersection of E. 18th Bypass and N. Poe St. to the intersection of E. 14th St. and N. Poe St, a local street;
2. Variance from Section 9.III.A.5.a(3) to allow no curbing in lieu of the required header curbs on E. 18th St., E. 18th Bypass, N. Poe St., current private roads Northstar Dr. and Northgate Dr.; and
3. Variance from Section 9.V.D.1 and 2. e sidewalks along the existing Major Collector E. 14th St.; sidewalks along local roads abutting a Planned Development with an RM-1 underlying zoning (E. 18th St., E. 18th St. Bypass, N. Poe St., Northstar Dr. and Northgate Dr.) (Presentation made by Planning & Development Services Director Aaron Vannoy and Public Works Executive Director Shane Kelton)

Staff Recommendation:

Summary/History:

The Baptist Memorial Retirement Community is looking to individually subdivide each of their structures as to best benefit their residents. This subdivision contains two sections and is preceded by a Planned Development District (PD25-01) which allows for the existing land use and structures. Within Section One are two currently gated private roads which will be dedicated as public streets and, if deemed necessary, will be brought to new standards. As accepting these dedications entails maintaining the roads in perpetuity and having them become subject to Comprehensive Plan and Purpose Statements. City staff believe obtaining curbing along E 18th and along N Poe where abutting the subdivision and to have the narrow portion of Poe (approximately 18–20') widened to the required minimum of 26'.

Land Development and Subdivision Ordinance – Chapter 2 Purpose Statements:

C. To provide for the orderly, safe and efficient development of the City and surrounding area.
D. To provide streets that insure safe, convenient and functional systems for vehicular and pedestrian circulation.
H. To minimize damage due to flooding, stormwater runoff and other environmental constraints.
J. To provide for low city maintenance costs and a quality of development that will retain stable tax values.

The above Purpose Statements are items which raise concerns for city staff to enforce consistency for all

citizens. In the case of this subdivision, some of the street infrastructure could become very narrow and missing curbs and gutters. This, along with the required pedestrian elements, subjects the current citizens to an increased chance of conflict and safety concerns. City staff do recommend a full reconstruction of the street infrastructure as to assist with the long-term maintenance costs, which were agreed upon by the property owner for the private streets to become public streets.

A particular challenge will be how property values are determined for the structures now and when they become privately purchased lots. However, the city currently provides emergency services, animal services, landfill access, planning, permits, inspections and other processes for the subdivision already.

Currently, City Services of Police and Fire is $845 per acre. This development is 9.066 acres with 49 Lots proposed. Cost $7660.77 for Police and Fire Services; this number does not include street maintenance and other general fund services.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	FP25-13 - Staff Report	FP25-13 - Staff Report .docx
2.	Elsie Gayer Section 1 Approval] (1)	Elsie Gayer Section 1 Approval] (1).pdf

Presentation:

Aaron Vannoy, Shane Kelton

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Shane Kelton	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval

PLANNING COMMISSION – August 18, 2025
STAFF REPORT

APPLICATION TYPE:	CASE:
Final Plat	FP25-13: Elsie Gayer Subdivision Section One

SYNOPSIS:

A request to final plat 49 residential lots over 9.066 acres within the Baptist Memorial Retirement Community as to individually subdivide each home, a request for approval of a variance for right-of-way and paving widths on Northstar Drive and Northgate Drive, a request for approval of a variance to not construct curb and gutter along E 18th Street and N Poe Street, and a request for paving width along N Poe Street.

LOCATION:	LEGAL DESCRIPTION:
Generally located around Northstar and Northgate Drives, between E 18th and E 14th Streets.	Acres: 9.060, Lot: 1, Subd: BAPT MEM SR CITIZEN HSE COMPLX

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #4 – Patrick Keely Neighborhood – Paulann	Planned Development (PD25-01)	Neighborhood	9.066 acres

THOROUGHFARE PLAN:

Northstar Dr. and Northgate Dr. – Private Streets, to be dedicated as a Local Streets
- 40’ R-O-W, 50’ required **(variance requested).** ~30’ paving, 40’ or 36’ with sidewalk required **(variance requested)**

E 14th St. – Major Collector
- Meets standards

Bradford St. – Local Street
- Meet standards

E 18th/E 18th Bypass – Local Street
- Meets R-O-W & paving, missing curbing **(variance requested)**

N Poe St. – Local Street
- Meets R-O-W, 20’ paving, incremental half towards 26’ paving required, missing curbing **(variance requested)**

STAFF RECOMMENDATION:

Staff recommend **APPROVAL** of the request to final plat 49 lots for Else Gayer Subdivision Section One, subject to **ten (10) conditions and three (3) notes**, **DENIAL** of the variance requests for additional right-of-way and paving on both Northstar Drive and Northgate Drive, **DENIAL** of the variance request for additional paving on N Poe, and **DENIAL** of the variance request to not construct curbing along E 18th, E 18th Bypass, and N Poe Street.

PROPERTY OWNER/PETITIONER:

Owner: Baptist Memorial Retirement Community
Petitioner: SKG Engineering, LLC

STAFF CONTACT:

Austin Reed
Senior Planner
(325) 657-4210, Extension 1550
austin.reed@cosatx.us

Conformity with Comprehensive Plan and Purpose Statements:

The Baptist Memorial Retirement Community is looking to individually subdivide each of their structures as to best benefit their residents. This subdivision contains two sections and is preceded by a Planned Development District (PD25-01) which allowed for the existing land use and structures. Within Section One are two currently gated private roads which will be dedicated as public streets and, if deemed necessary, will be brought to new standards. As accepting these dedications entail maintaining the roads in perpetuity and having them become subject to Comprehensive Plan and Purpose Statements, staff are recommending denial of the applicant's variance request to keep the roads at their current 30 feet instead of the standard 40/36 with sidewalk. City staff's preference is also to obtain curbing along E 18th and through N Poe where abutting the subdivision and to have the narrow portion of Poe widened.

Land Development and Subdivision Ordinance – Chapter 2 Purpose Statements:

- *C. To provide for the orderly, safe and efficient development of the City and surrounding area.*
- *D. To provide streets that insure safe, convenient and functional systems for vehicular and pedestrian circulation.*
- *H. To minimize damage due to flooding, stormwater runoff and other environmental constraints.*
- *J. To provide for low city maintenance costs and a quality of development that will retain stable tax values.*

The above Purpose Statements are items in which some concerns arise for city staff. In the case of this Subdivision, some of the street infrastructure could become very narrow. This along with the pedestrian elements subject the current citizens to an increased chance of conflict and safety concerns. City staff do recommend a full reconstruction of the street, water, and wastewater infrastructure as to assist with the long-term maintenance costs. A particular challenge will be how property values are determined for the structures now and when they become privately purchased lots. However, the city currently provides emergency services, animal services, landfill access, planning, permits, inspections and other processes to the subdivision already.

Recommendation:

Staff recommend **APPROVAL** of the request to final plat 49 lots for Else Gayer Subdivision Section One, subject to **ten (10) conditions and three (3) notes**, **DENIAL** of the variance requests for additional right-of-way and paving on both Northstar Drive and Northgate Drive, **DENIAL** of the variance request for additional paving on N Poe, and **DENIAL** of the variance request to not construct curbing along E 18th, E 18th Bypass, and N Poe Street.

Conditions:

1) Prior to plat recordation, provide staff with a certificate showing there to be no delinquent taxes on the property. [Land Development and Subdivision Ordinance, Chapter 7]

2) Prior to plat recordation, prepare and submit plans for approval, illustrating the proposed installation of water mains and required service connections to each lot [Land Development and Subdivision Ordinance] and complete the installation in accordance with the approved version of these plans [Land Development and Subdivision Ordinance, Chapter 11.I.B]. Alternatively, submit a financial guarantee ensuring the completion of these improvements within a 36-month period [Land Development and Subdivision Ordinance, Chapter 6].

3) Prior to plat recordation, prepare and submit plans for approval, illustrating the proposed installation of sewer mains and required service connections to each lot [Land Development and Subdivision Ordinance, Chapter 12.I.A, City of San Angelo Standards & Specifications] and complete the installation in accordance with the approved version of these plans [Land Development and Subdivision Ordinance, Chapter 12.I.B]. Alternatively, submit a financial guarantee ensuring the completion of these improvements within a 36-month period [Land Development and Subdivision Ordinance, Chapter 6].

4) Prior to plat recordation, prepare and submit a sidewalk construction plan for approval illustrating the proposed installation of a sidewalk along all road frontages as required by the underlying multifamily standards of the Planned Development zoning district. Alternatively, apply for and receive approval of a sidewalk waiver through the Planning Director and City Engineer. [Subdivision Ordinance, Chapter 9.V & City of San Angelo Standard Specifications and Details for Construction, Detail S-FF-1]

5) Prior to plat recordation, prepare and submit plans for approval, illustrating the required construction of Northstar Drive and Northgate Drive, meeting the requirements for a local roadway with a minimum 40 feet of pavement with no sidewalk, or 36 feet of pavement width with a 4-foot-wide sidewalk (minimum) on one side. [Land Development and Subdivision Ordinance, Chapter 10]. Once plans are approved, construct street to City specifications [Land Development and Subdivision Ordinance, Chapter 10]. Alternatively, submit a financial guarantee ensuring the completion of these improvements within a 36-month period [Land Development and Subdivision Ordinance, Chapter 6]. A second alternative would be to obtain approval of a variance from the Planning Commission [Land Development and Subdivision Ordinance, Chapter 1.IV]

6) Prior to plat recordation, submit a revised plat illustrating the dedication of 50 feet of right-of-way for Northstar Drive and Northgate Drive. [Land Development and Subdivision Ordinance, Chapter 10.III.A.1]

7) Prior to plat recordation, prepare and submit plans for approval, illustrating the required construction of curb and gutter where missing along E 18th Street, E 18th Bypass, and N Poe Street. Once plans are approved, construct street to City specifications [Land Development and Subdivision Ordinance, Chapter 10]. Alternatively, submit a financial guarantee ensuring the completion of these improvements within a 36-month period [Land Development and Subdivision Ordinance, Chapter 6]. A second alternative would be to obtain approval of a variance from the Planning Commission [Land Development and Subdivision Ordinance, Chapter 1.IV]

8) Prior to plat recordation, prepare and submit plans for approval, illustrating the required construction of the incremental half of N Poe Street, meeting the requirements for a local roadway with a minimum 26 feet of pavement. [Land Development and Subdivision Ordinance, Chapter 10]. Once plans are approved, construct street to City specifications [Land Development and Subdivision Ordinance, Chapter 10]. Alternatively, submit a financial guarantee ensuring the completion of these improvements within a 36-month period [Land Development and Subdivision Ordinance, Chapter 6]. A second alternative would be to obtain approval of a variance from the Planning Commission [Land Development and Subdivision Ordinance, Chapter 1.IV]

9) Prior to plat recordation, a drainage study shall be submitted. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] If public improvements are deemed necessary by this study, submit construction plans [including streets] for review and construct such in accordance with approved plans. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] Alternatively, submit a request to the City Engineer for approval to defer the requirement to a later stage of development. [Chapter 12, Planning and Development, Sec. 12.05.004]

10) Public access must be maintained to newly dedicated roads. Prior to plat recordation, any private entrance gates for Northstar Drive and Northgate Drive must be removed. [LDSO, Sec. III]

Notes:

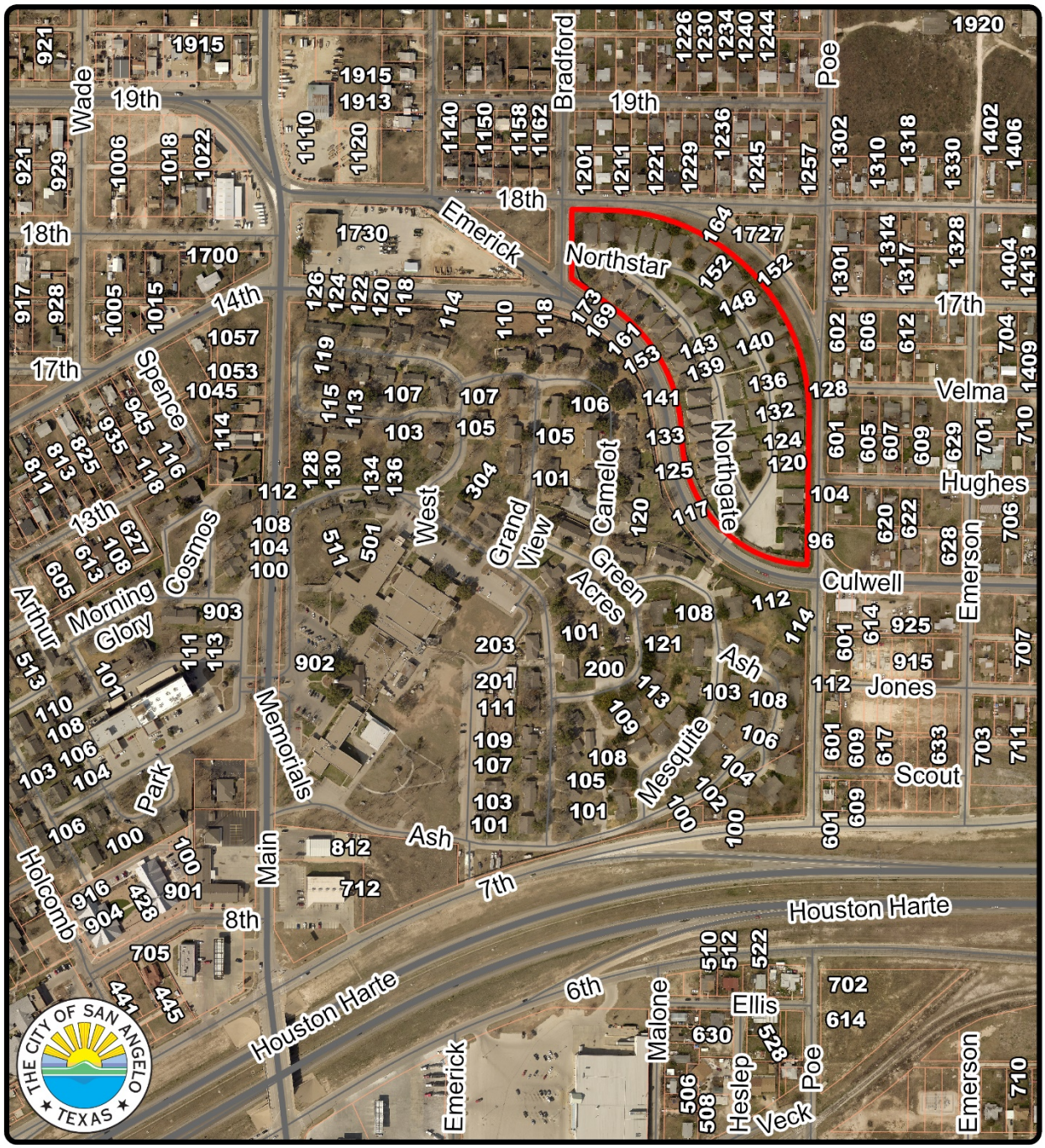
1) Exterior walls with a fire separation distance of less than 5 feet shall have a one-hour fire-resistance rating with exposure from both sides. Openings in these walls may be limited or not allowed. Fire separation distance is measured from the building face to the closest interior lot line. 2021 IRC, table R302.1(1)

2) Fire hydrants and fire department access may need to be provided, depending upon the proposed layout of the buildings. 2021 International Fire Code, Section 507.5, and Appendix D.

3) A developer agreement between both parties will need to be negotiated, signed, and recorded along with the plat to Tom Green County.

Attachments:
Aerial
Final Plat
Concept Plan

Aerial



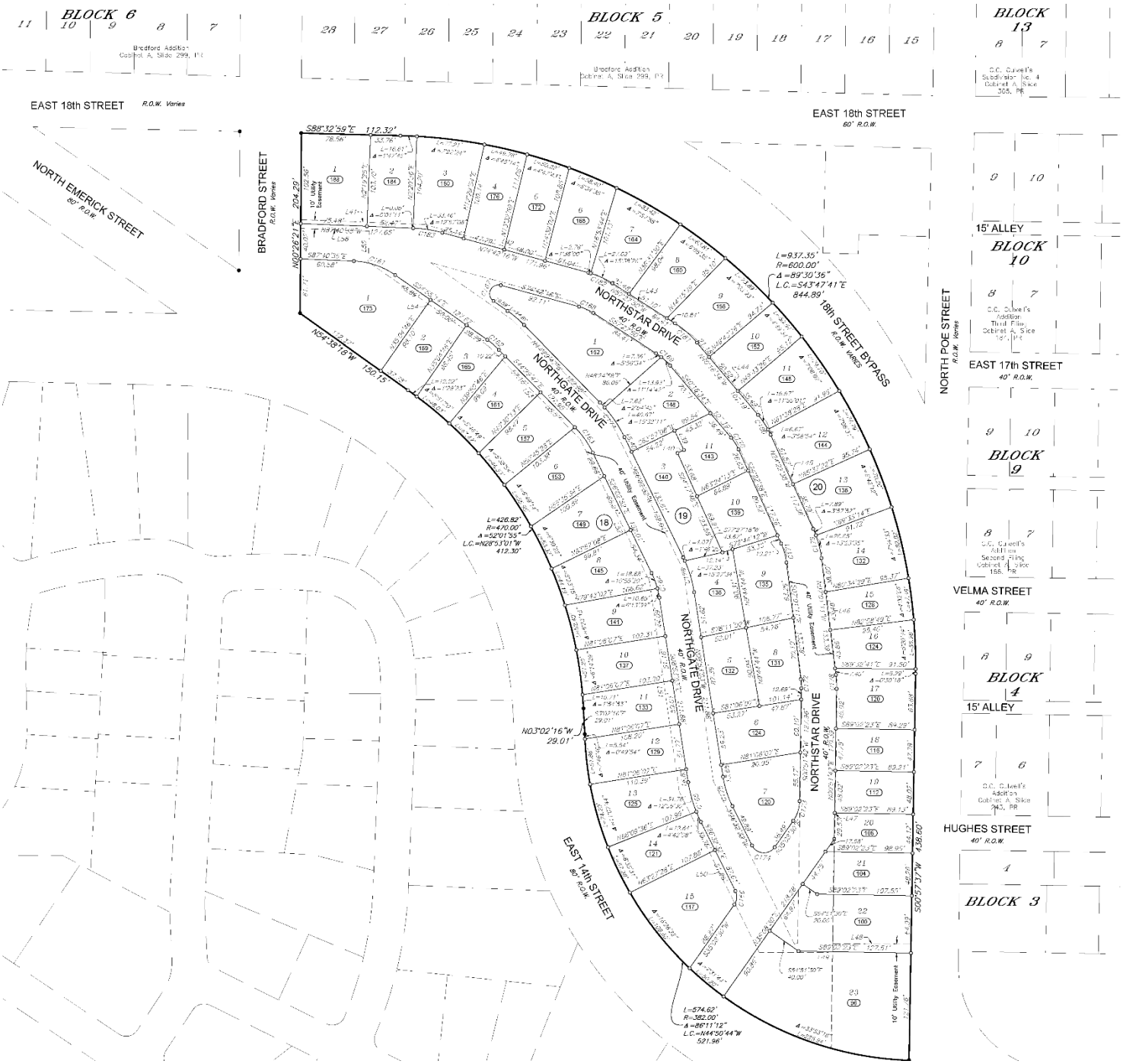
Aerial Map
FP25-13 Elsie Gayer Sec 1
Council District: #4 - Patrick Keely
Neighborhood: Paulann

Subject Property:

Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles

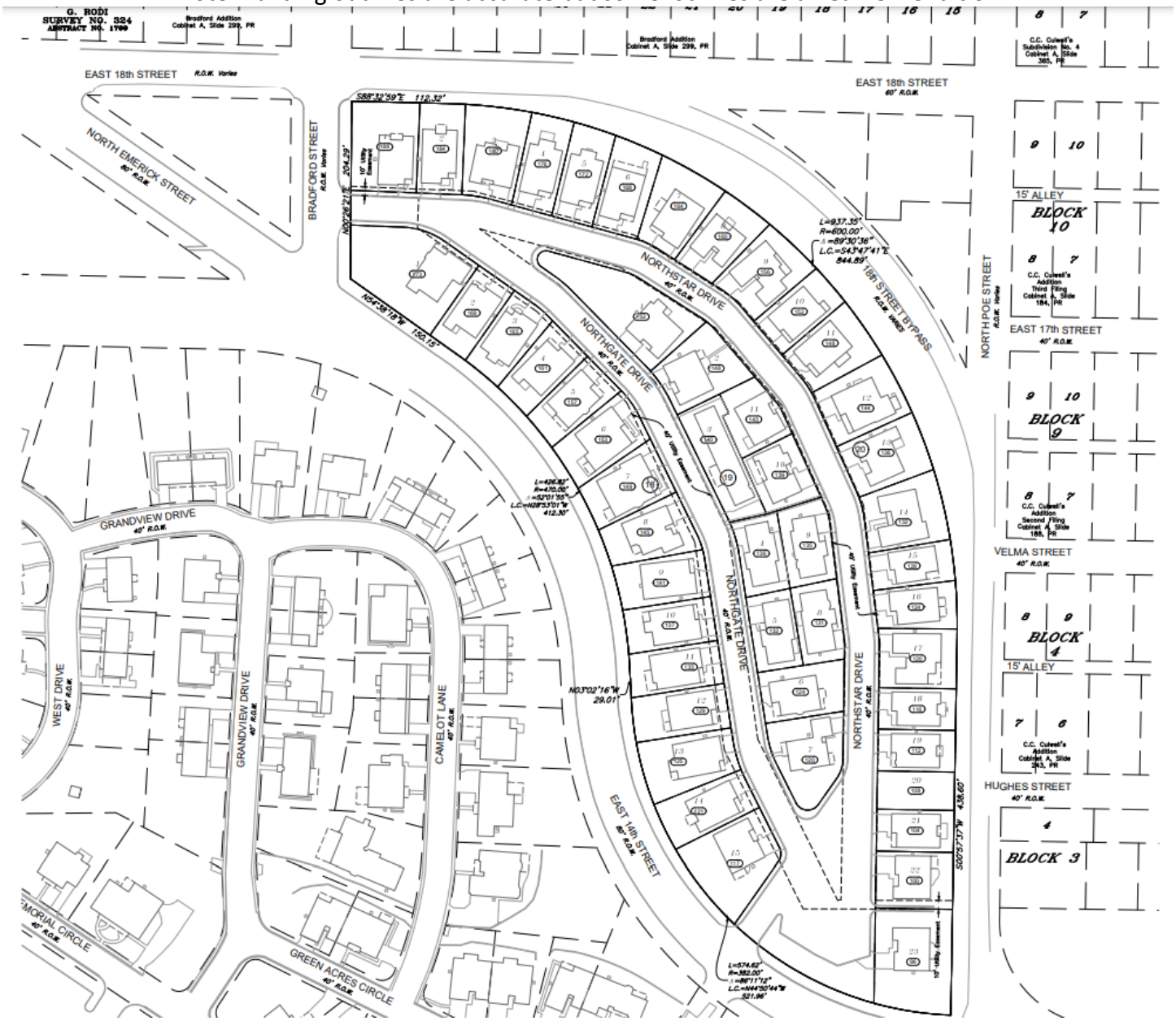
N

Final Plat


BLOCK 6
BLOCK 5
BLOCK 13
EAST 18th STREET
R.O.W. Varies
EAST 18th STREET
60' R.O.W.
NORTH EMERICK STREET
60' R.O.W.
BRADFORD STREET
R.O.W. Varies
S88°32'59"E 112.32'
N00°26'21"E 204.20'
N54°35'16"W 150.15'
NORTHSTAR DRIVE
40' R.O.W.
NORTHGATE DRIVE
40' R.O.W.
18th STREET BYPASS
R.O.W. VARIES
L=937.35'
R=600.00'
Δ=89°30'36"
L.C.=S43°47'41"E
844.89'
L=426.82'
R=470.00'
Δ=52°01'35"
L.C.=N28°51'01"W
412.30'
N03°02'16"W
29.01'
EAST 14th STREET
60' R.O.W.
L=574.62'
R=382.00'
Δ=86°11'12"
L.C.=N44°50'44"W
521.96'
S00°57'12"W 438.60'
NORTH POE STREET
R.O.W. Varies
15' ALLEY
BLOCK 10
EAST 17th STREET
40' R.O.W.
BLOCK 9
VELMA STREET
40' R.O.W.
BLOCK 4
15' ALLEY
HUGHES STREET
40' R.O.W.
BLOCK 3

Concept Plan

Note: Building outlines are accurate but some lot lines are an earlier rendition



The City Of
San Angelo, Texas
Planning Division
52 West College Avenue, 76903

August 20, 2025
SKG Engineering
rg@skge.com
325 655 1288

SUBJECT: FP25-13: Elsie Gayer Section 1; A request to final plat 49 residential lots over 9.066 acres within the Baptist Memorial Retirement Community as to individually subdivied each home, a request for approval of a variance for right-of-way and paving widths on curb and gutter along E 18th St, and a request for paving width along N Poe St.

To whom it may concern:

At its meeting on August 18, 2025, the Planning Commission for the City of San Angelo **APPROVED** your case FP25-13 to final plat 49 residential lots over 9.066 acres within the Baptist Memorial Retirement Community, **APPROVED** your request to not improve Northstar and Northgate Dr. To 40' pavement (or 36' with sidewalk), **APPROVED** your request to not dedicate 50' of right-of-way on Northstar and Northgate Dr., **APPROVED** your request not to construct curb and gutter along E 18th, E 18th Bypass, and N Poe, and **APPROVED** your request for a variance to not pave the incremental half necessary to meet the 26' paving width on N Poe St, subject to ten (10) conditions and three (3) notes:

1. Prior to plat recordation, provide a copy of the Tom Green County Appraisal District certification indicating there are no delinquent taxes on the subject property of this subdivision. [Land Development and Subdivision Ordinance, Chapter 7].

2. Prepare and submit plans for approval, illustrating the proposed installation of a water main and required service connections and hydrants [Land Development and Subdivision Ordinance, Chapter 11.I.A, 2009 International Fire Code, Sec. 507.5.1, Exception 1] and complete the installation in accordance with the approved version of these plans [Land Development and Subdivision Ordinance, Chapter 11.I.B].

3. Prepare and submit plans for approval, illustrating the proposed installation of a sewer main and required service connections [Land Development and Subdivision Ordinance, Chapter 12.I.A, City of San Angelo Standards & Specifications] and complete the installation in accordance with the approved version of these plans [Land Development and Subdivision Ordinance, Chapter 12.I.B].

4. Prior to plat recordation, prepare and submit plans for approval illustrating provisions for sidewalks along all road frontages. Alternatively, submit to the City Engineer and Planning Director a request for a sidewalk waiver [LDSO, Ch. 9.V].

5. Prior to plat recordation, prepare and submit plans for approval illustrating improvement of Northstar and Northgate Dr to 40' pavement, or 36' with sidewalk [LDSO, Ch.9.III] **[VARIANCE APPROVED].**

6. Prior to plat recordation, prepare and submit plans for approval illustrating the dedication of 50' of right-of-way on Northstar and Northgate Dr [LDSO, Ch. 9.V.III] **[VARIANCE APPROVED].**

7. Prior to plat recordation, prepare and submit plans for approval illustrating the installation of curb and gutter along E 18th, E 18th Bypass, and N Poe [LDSO, Ch. 9.III] **[VARIANCE APPROVED].**

8. Prior to plat recordation, prepare and submit plans for approval illustrating improvement of the incremental half necessary to meet he minimum right-of-way width of 26 feet on N Poe St **[VARIANCE APPROVED].**

9. Prior to plat recordation, a drainage study shall be submitted. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] If public improvements are deemed necessary by this study, submit construction plan and profile sheets for approval [including streets]. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] Alternatively, submit a request to the City Engineer for approval to defer the requirement to a later stage of development. [Chapter 12, Planning and Development, Sec. 12.05.004]

10. Prior to plat recordation, prepare and submit plans illustrating the removal of the entrance gates to Northstar and Northgate, to maintain public access.

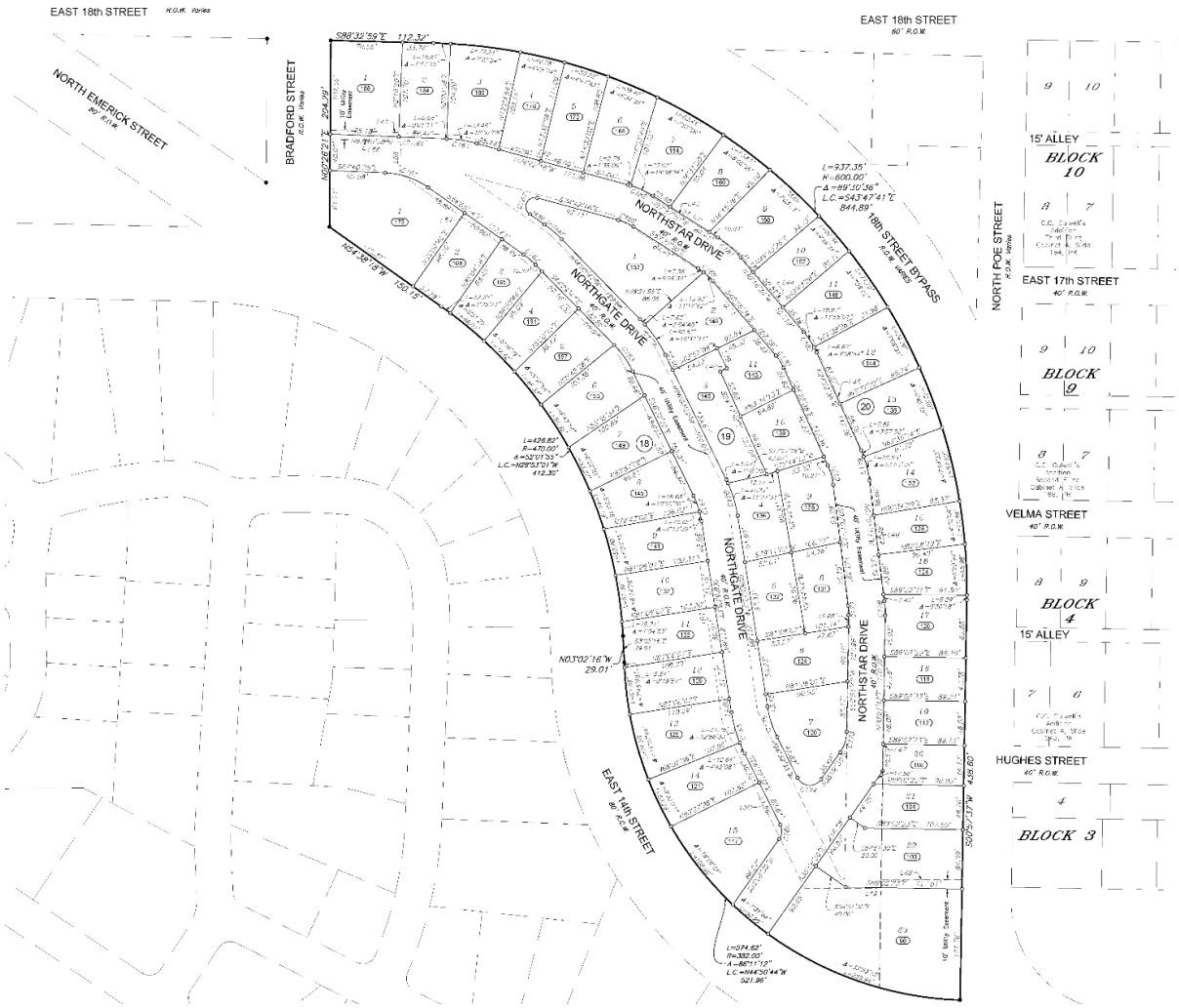
NOTE:

1. Exterior walls with a fire separation distance of less than 5 feet shall have a one-hour-fire resistance rating as per the 2021 IRC.
2. Fire hydrants and Fire Department access may need to be provided depending upon proposed layout of structures as per the 2021 IFC.
3. Any developer agreements between both parties will need to be negotiated, signed, and recorded along with the plat to Tom Green County.

If you have any questions or concerns about this matter, kindly contact the Planning Division at telephone number (325) 657-4210.

Sincerely,

Arden Neff
Planning Tech
City of San Angelo


EAST 18th STREET
NORTH EMERICK STREET
BRADFORD STREET
EAST 18th STREET
NORTH POE STREET
15' ALLEY
BLOCK 10
EAST 17th STREET
BLOCK 9
VELMA STREET
BLOCK 4
15' ALLEY
HUGHES STREET
BLOCK 3
NORTHSTAR DRIVE
NORTHGATE DRIVE
18th STREET BYPASS
EAST 14th STREET
S98°32'59"E 112.33'
N0°26'21"E 204.39'
N54°28'18"W 150.15'
L=937.35'
R=600.00'
Δ=89°10'56"
L.C.=S43°47'41"E
844.89'
L=426.82'
R=470.00'
Δ=52°13'33"
L.C.=N28°53'01"W
412.35'
N03°02'16"W
29.01'
S20°51'13"W 456.60'
L=374.62'
R=352.00'
Δ=60°11'12"
L.C.=N44°30'44"W
521.36'

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

Consider modification of an approved Tax Increment Reinvestment Zone incentive, funding a North TIRZ project located at 216 W. 5th St. totaling $44,063.14 to add paving and safety features on site for a gymnasium. This will vary the TIRZ policy to allow for, prior to the letter to proceed, construction items to be included in the funding request (Presentation by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Summary/History:

The applicant needed to move forward while all construction components came together. They received a Temporary Certificate of Occupancy on August 8, 2025. This made them believe they could complete the outdoor elements, so in 30 days they could obtain their full Certificate of Occupancy. Unfortunately, the TIRZ Policies state: "Work can begin on other portions of the project. However, work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued." Therefore, typically this would be prohibited. I believe there is justification in this case, and for the program to perform better communication in the future to award seekers about the policies to qualify and receive funding.

1. The project has had multiple applicants for Permit, Site Plan, Conditional Use, and TIRZ funding. Each communicating with a different point of contact within the City to understand our regulations.
2. This project needs to move forward. The improvements were completed to the correct standards and can be readily seen.

The City Staff sees this as a one-time request to continue to allow the TIRZ funds to assist small business owners by modifying, in this case, the policy for a contract to include prior work done and inspected by City Officials.

Actual project costs for exterior improvement:

Safety:
New exit landing: $300
Knox Box for emergency entry: $866.15
New Secondary Egress: $5000
Safety Railings: $10,921.99

Parking areas:
Paved Parking Lot: $14,700
Compaction and Prep: $6000
ADA Signs: $100

New Sign for Building: $6175

Total request: $44,063.14 Their match would be $4,400, which is covered under their asbestos survey and abatement for interior remodel and counts as TIRZ allowed expense through the Safety and Environmental Remediation.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	Policy Update May 6 2025	Policy Update May 6 2025.pdf
2.	216 W 5th Street TIRZ Package (2)	216 W 5th Street TIRZ Package (2).pdf

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Kathleen Dabbert	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	New

Adopted May 6th, 2025

TIRZ INCENTIVES POLICY

BACKGROUND

To encourage revitalization and infill development of properties which fall within the Tax Increment Reinvestment Zone (TIRZ) area, the City of San Angelo offers many unique incentives. The goal is to fund projects that bring new business and positive impacts to this area in an aggressive way. Please refer to the maps at the end of this document to see if your business/property falls within the zone. For more information, contact the Development Services Division at 325-657-4210.

These incentives are part of an overall strategy to leverage investment, lower the cost of doing business and incentivize property owners choosing to improve properties in the target area. They are also intended to preserve the architectural and historic character of buildings and corridors within the South zone.

Specifically excluded from the TIRZ Incentives Policy are properties zoned RS.

Non-profit organizations are not eligible for private TIRZ incentives.

ELIGIBILITY

1. Must fall within the North or South TIRZ boundary (see the maps at the end of this document)
2. The *Project Criteria* listed below will be considered when making grants, but will not necessarily be required.
3. The request for funding must be composed of one or more of the eligible *Incentive Types* listed below

PROJECT CRITERIA

Does the Project:

- Provide connections between activities?
- Improve pedestrian & vehicular infrastructure?
- Provide or reinforce usable & defined open space?
- Strengthen the focus area's identity?
- Support the goals of making the area a cultural, leisure and tourist destination?
- Improve the utilities and/or drainage infrastructure?
- Remediate environmental deficiencies or enhance public safety?
- Promote mixed-use development?
- Utilize architectural styles that compliment to historic areas already in existence?
- Help to mitigate or eliminate undesirable views or outside storage?
- Reduce the visual impact of parking areas?
- Preserve or provide natural landscaping?
- Implement environmentally friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- Include an aggressive match by the applicant, in excess of what is minimally required?

INCENTIVE TYPES

- ***Façade Improvement***- As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in façade improvements on existing buildings which are part of approved projects. Signage can be funded as part of broader aesthetic improvements, but generally will not be funded as a standalone project, with the exception of repair and revitalization of historic signage in the downtown.
  In the South zone, review and approval of the proposed façade design will be based upon the design standards outlined in the River Corridor Master Development Plan. For buildings identified as resources within the 2006,2009 or 2021 Historic Resources Survey, or which are historically designated, the review and approval of the proposed design will also be based upon the design standards outlined in the Central Business/Old Town Historic District Design Guidelines. Buildings identified as resources in the 2006, 2009, or 2021 Survey are strongly encouraged to apply, at no cost to the applicant, for a Historic Overlay through the Design and Historic Review Commission.

- ***Historic Preservation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the preservation, sustainability and conservation of historic buildings, structures and materials that maintain or revitalize the building or property's historical integrity.

- ***Landscape Installation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in new landscaping for approved projects. Review and approval of the proposed landscaping design will be based upon the design standards outlined in the River Corridor Master Development Plan and plant selection as outlined in the Drought Tolerant Plantings Guide.

- ***Outside Storage Screening-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the screening of outside storage areas.

- ***Paving-*** As part of an overall funding package, TIRZ funds could cover a portion or all of the costs involved in paving (or demolition as part of an overall redevelopment project). This could include parking areas, driveways, sidewalks, and curbing on properties where such improvements are associated with a business or other use (i.e., not improvements to an undeveloped lot or vacant property). However, independent paving projects in the South TIRZ area, such as for a parking lot, will generally not be funded unless part of a larger improvement project or where the parking lot includes aesthetic improvements such as screening, landscaping, etc. to help improve the appearance of the property and the zone.

- ***Secondary Egress-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of additional exits *if required* by International or Fire Building codes. Written verification by the Fire or Building Code Official that the additional exit(s) are required must be provided.

- ***Asbestos Abatement-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the abating of asbestos *if required* by International Fire or Building codes.

- ***Fire Sprinkler System & Monitored Smoke Alarm System-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of a fire sprinkler system or monitored smoke alarm system.

- ***Sales Tax-*** As part of the funding package, TIRZ funds could cover the sales tax on locally-purchased construction materials used on an approved project.

- ***Property Tax-*** As part of the funding package, TIRZ funds may be considered to cover a portion of property taxes – specifically the increment between the original appraised tax amount and the new appraised tax amount following improvements – beginning with the year a

Certificate of Occupancy is granted in accordance with the schedule below. Property Tax incentives will only be considered for projects that have an overall total investment of $750,000 or more. This is generally not a preferred funding mechanism but will be considered on a case-by-case basis for substantial projects based on the projected economic impact to the City. Applicants that are awarded for property tax incentive funding must show proof of payment of property taxes on or before February 1st of the payment year or will face forfeiture of their tax rebate for that year. Year 1 will include the first year in which the improvements are reflected in the new appraised value from the Tom Green County appraisal district. **Property tax incentives will be awarded *in addition* to the other listed incentives and are not counted toward the maximum award amounts.**

Year	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Rebate	100%	90%	80%	70%	60%

- ***Job Creation Incentives-*** This Incentive Policy does not preclude or serve as a guide for any incentives that may be granted based upon job creation by the City of San Angelo Development Corporation (COSADC). For more information about incentives possible from this source, contact the Economic Development Department at 325-653-7197.

- ***Development Fee Reductions-*** As part of the funding package, TIRZ funds could cover development fees including:

  - Preliminary Plat, Final Plat, Amended Plat and Replat application fees
  - Abandonment of public right-of-way application fees
  - Application fees for release of easements
  - Dedication of a public right-of-way or easement
  - Special Use, Conditional Use or Zone Change application fees
  - Building Permit fees
  - Off-site sign demolition permit fees (removal of billboards)
  - Permit fees for demolition of any non-historic building or structure
  - Architectural fees
  - Engineering fees
  - Water tap fees

- ***Accessibility Improvements*** – Improvements to the property or buildings that bring elements into compliance with Texas Accessibility Standards (TAS) or Americans with Disabilities Act (ADA) standards are eligible for funding

REQUIRED APPLICATION DOCUMENTS

- A completed application
- A substantiation of the need for funding requested via a proposed project budget (Worksheet A)
- A brief narrative illustrating how the project meets the *Project Criteria* outlined on page 1
- Zone impact statement projecting the activity, economic benefit and positive impact of property taxes that will be generated as a direct result of the completion of the project(s).
    - Activities/benefits generated by the Project
    - Activities/benefits of adjacent properties
    - How the project will enhance the District
- Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- A site plan or drawing, for projects with site improvements (buildings or building expansions, parking, sidewalks, landscaping, fencing, etc.)
- Current photos
- A completed W-9
- Approval letter from the Design and Historic Review Commission (DHRC), if applicable
- Prior TIRZ funding (if applicable) that has been previously awarded to the subject property or applicant

(The Application and Project Budget (Worksheet A) can be found online at cosatx.us/TIRZ).

AWARD AMOUNTS

SOUTH	If total cost of Project is less than or equal to $10,000	25% minimum match required from applicant	Maximum award of $10,000
NORTH	If total cost of Project is less than or equal to $25,000	No minimum match required from applicant	Maximum award of $25,000
NORTH	If total cost of Project is greater than $25,000	10% minimum match required from applicant	Maximum award of $75,000
SOUTH	If total cost of Project is greater than $10,000	25% minimum match required from applicant	Maximum award of $75,000

Each project award may be issued as follows:

- Once the incentive funding has been authorized by the City Staff, the TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within a two year period, or not completed in accordance with the approved drawings and Incentive Agreement. If the project cannot be completed within the 2 year period, extensions must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, *work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* Payment of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.
- A property subject to a TIRZ Incentive Agreement may not be sold for a period of 2 years after the completion of the project, subject to recapture of incentive funds for noncompliance. In addition, any taxable property subject to a TIRZ Incentive Agreement must remain as taxable property for a period of at least 5 years after the completion of the project, subject to recapture of incentive funds for noncompliance.
- Project costs used as matching funds must be for TIRZ-eligible expenses.

AWARD RANKINGS

Projects in the South TIRZ area will be considered during one or more application cycles each Fiscal Year. Projects in the North TIRZ area will be considered throughout the year and applications may be submitted at any time. Proposed projects submitted during the application window(s) will be ranked and the highest ranked will be considered for funding first.

Rankings will be determined in review utilizing:

- The project fulfilling one or more of the *Project Criteria* listed on page 1
- The appearance of the proposed project
- The location of the proposed project
- Projects will be prioritized based on the following:
    - High priority – housing, historic preservation, fire sprinklers and related improvements, building aesthetics, and **exterior or interior** improvements to bring the property into compliance with Texas Accessibility Standards (TAS) and/or Americans with Disabilities Act (ADA) standards.
    - Medium priority – landscaping, other aesthetic improvements, and other health/safety improvements
    - Low priority – internal building improvements and signage
    - Lowest priority – parking lots and other paving (and only funded as part of a larger project)
- In general, sites and/or owners that have not received funding within the past year will be prioritized over those that have received funding.
- Projects improving a blighted property will be prioritized over properties that are not blighted.
- Physical improvements visible from a public street right-of-way will be prioritized over improvements that are not visible from a public street right-of-way.
- An occupied building or one with immediate occupancy planned will be prioritized over vacant buildings.
- A project that will expand the tax base or employment within the zone will be prioritized over one that does not.
- The level of investment/overall fiscal impact, as well as any other information determined pertinent by the staff, the TIRZ subcommittee,TIRZ Board, and City Council.

OTHER IMPORTANT INFORMATION

- For all projects – Receipt of a complete application package by the Economic Development Department – and issuance to the applicant of a Letter to Proceed and signed Executed Incentive Agreement is required before work can begin on the approved incentive items.

- The Letter to Proceed will include the completion date on the portion of the project that is approved for incentive funding - two years from the issuance of this letter. If an extension past two years is requested, it must be presented to the TIRZ Board for determination.

- Unlike in previous TIRZ incentive policies, applicants will not be required to submit bids for work. Rather, the applicant will provide the total cost of the project via an overall scope and project budget (Worksheet A), and demonstrate how they will meet the required match, with the remaining cost constituting the request for incentive funding. The request for incentive funding must be composed of one or more of the eligible *Incentive Types* and substantiated with a cost estimate, estimated budget, or other means of documentation.

- The maximum request for incentive funding will be considered; however, the request may be denied for incentive funding, approved for partial incentive funding, or fully approved for incentive funding, based upon how well the proposed project meets the *Project Criteria* outlined on page 1. In addition, when the current year of incentive funds are exhausted, the TIRZ Board may elect to fund additional projects when incentive funding is available, by approving the project to begin and making reimbursement – subject to all restrictions outlined in the Incentive Agreement – in the following fiscal year. In no circumstance shall an existing TIRZ Board make incentive funding commitments more than one cycle in the future.

- In 2017, the TIRZ Board voted to annually allocate at least 25% of TIRZ funding for public projects from each the North and South zones. Public project allocated funds will be accumulated annually until spent.
- All application requirements must be met in order to be eligible for the maximum reimbursement amounts.
- An appeal of any administrative decision can made to the TIRZ Board.
- All Incentive Agreements must be signed and executed within 60 days of City Council approval or applicant will forfeit all approved incentive funding.

OTHER IMPORTANT INFORMATION – SOUTH ONLY

- In determining whether or not to fund a project, City Staff and TIRZ Board Members will utilize the *Project Criteria,* some of which are contained within the recommendations of the Downtown Master Development Strategic Plan as recommended items for investment in order to realize the potential of the district, and others which were identified in the adopted River Corridor Master Development Plan and TIRZ Project Plan.

In 2013, The City Council adopted *The Downtown Master Development Strategic Plan*, which identified 3 areas of focus that the TIRZ South Zone should support.

- Category A - OFFICE/WORKFORCE- This includes potential building area, vacant office space and new office space
- Category B - RESTAURANT/ENTERTAINMENT- This includes food services and drinking places, full-service restaurants, limited service eating places, special food services, drinking places - alcoholic beverages
- Category C - HOUSING/HOTEL- This includes multi-family units

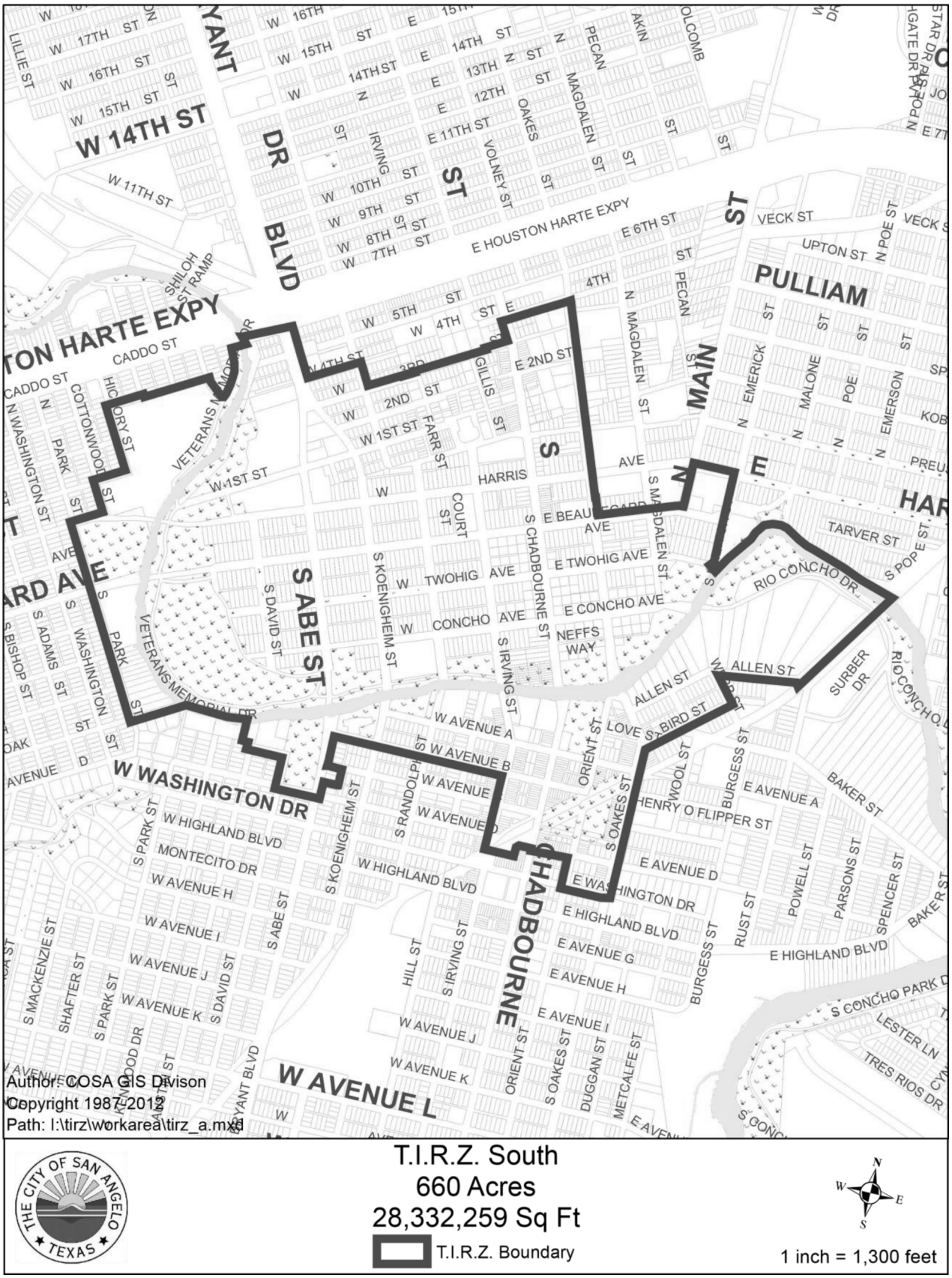
In addition, the TIRZ Board identified the following additional area of focus for the TIRZ South Zone.

- Category D - RETAIL/SALES

ZONING REQUIREMENTS

Any business which applies for incentives through the TIRZ Policy and is currently zoned CG/CH must rezone their property. Proposals for CG/CH zoning were banned by the San Angelo Planning Commission and City Council in 1972 due to the harmful effects created such as unlimited outside storage and a range of incompatible allowed uses. ***Rezoning fees for this item will be waived.***

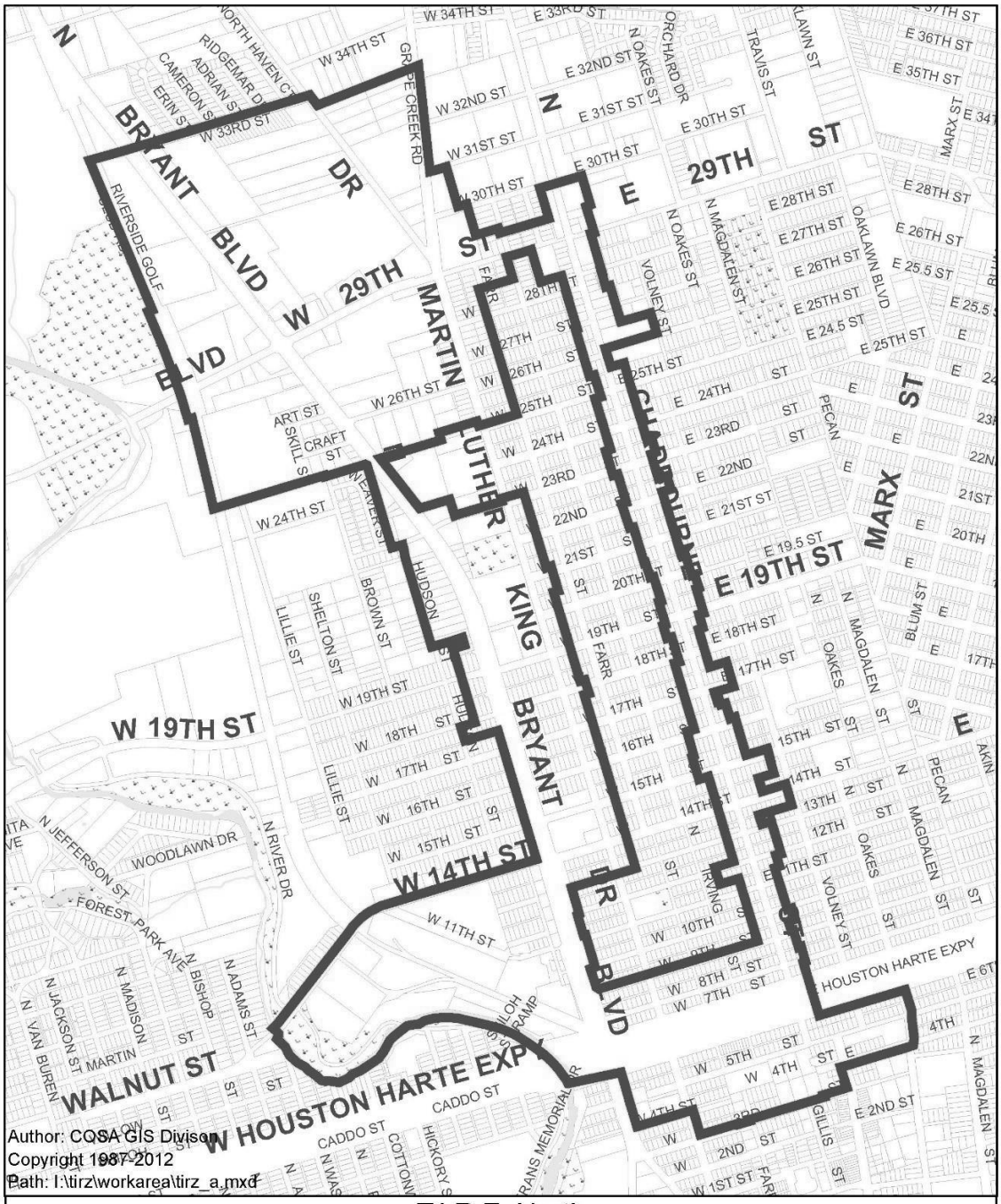
Unless specifically exempted, all projects seeking TIRZ incentive funding must meet current building standards, codes and permitting requirements as well as be current on all taxing obligations. All TIRZ incentives are subject to incentive funding availability and final approval by the City Council. The City of San Angelo has adopted the International Existing Building Code, a developer - friendly code that allows for improvements that consider the design limitations of older buildings to encourage adaptive reuse by allowing different levels of modification to existing structures. Contact the Permits Division at 325-657-4210 for further information regarding questions about the International Existing Building Code.



T.I.R.Z. South
660 Acres
28,332,259 Sq Ft

T.I.R.Z. Boundary

1 inch = 1,300 feet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N MADISON ST
N JACKSON ST
N VAN BUREN
N MAGDALEN ST
N OAKES ST
VOLNEY ST
OAKLAWN BLVD
PECAN
BLUM ST
ORCHARD DR
TRAVIS ST
RIVERSIDE GOLF
GRAPE CREEK RD
RIDGEMAR DR
NORTH HAVEN CT
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CRAFT ST
LILLIE ST
SHELTON ST
BROWN ST
HUDSON ST
FARR
IRVING
HICKORY ST
COTTONWOOD
N WASHINGTON
SHILOH RAMP
TRANS MEMORIAL DR
GILLIS ST
THE CITY OF SAN ANGELO TEXAS
T.I.R.Z. North
671 Acres
29,148,866 Sq Ft
T.I.R.Z. Boundary
1 inch = 1,300 feet

Effective 8/2/2024

TIRZ INCENTIVES APPLICATION & CHECKLIST

Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Angelo Xpress Athletics/King All Stars Corp Date: 03-02-2025

Business Owner (if different from above): Heston and Kelly King

Business Address: 216 West 5th Street, San Angelo, Texas 76903 Mailing Address 6716 North Lagow, Odessa, Texas 79762

Business Phone: 432-248-2676 Secondary Phone: _____

Email: odessaextremeallstars@gmail.com Fax: _____

Property Owner: Heston and Kelly King

Remit incentive payment(s) to: [x] Property Owner [ ] Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: [x] TIRZ - North Eligibility Area [ ] TIRZ - South Eligibility Area

(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

[ ] CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. na

[ ] CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. na

[ ] CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. na

[ ] CATEGORY D – RETAIL/SALES - contributes a commercial business. na

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy *adopted 09/19/2023*, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- ☑ **Facade Improvement**
- ☐ **Outdoor Storage & Screening**
- ☐ **Secondary Egress**
- ☐ **Historic Preservation**
- ☑ **Paving (part of a larger project and meet ADA requirements)**
- ☑ **Asbestos Abatement**
- ☐ **Landscape Installation**
- ☐ **Sprinkler & Monitored Smoke Alarm System**
- ☑ **Sales Tax**
- ☐ **Property Tax Abatement**
- ☑ **Development Fee Reductions**

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to $10,000
- ☐ Less than or equal to $25,000
- ☑ More than $25,000

4B. The total estimated project cost is: $111,213.14.

4C. The amount of funding requested is: $100,291.15, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: $10,921.99, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☑ Provide connections between activities?
- ☑ Improve pedestrian & vehicular infrastructure?
- ☑ Provide or reinforce usable & defined open space?
- ☑ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☑ Improve the utilities and/or drainage infrastructure?
- ☑ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☑ Reduce the visual impact of parking areas?
- ☑ Preserve or provide natural landscaping?
- ☑ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☑ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.
Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☑ *SUMMARY: a written summary outlining the overall scope of work to be performed;*
- ☑ *APPLICATION: completed & signed application (this document);*
- ☑ *W-9: used for establishing an account for payment by the City of San Angelo;*
- ☑ *NARRATIVE: used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5*
- ☑ *PROJECT BUDGET: a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.*
- ☐ *DHRC LETTER OF APPROVAL: If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project MUST BE PROVIDED with your application.* ***Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED. Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.***

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner Kelly King Date: 7-10-25

SECTION 6: REPRESENTATIVE:

I hereby designate Erica Wilde as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____
_____.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N **SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR** **DATE**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

KING ALL STARS CORP

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6716 N LAGOW RD

Requester's name and address (optional)

6 City, state, and ZIP code

ODESSA, TX. 79762

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

8 4 – 5 1 8 2 8 8 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TIRZ North Zone Project Narrative
Property Address: 216 West 5th Street
Owners: Heston and Kelly King

Heston and Kelly King, owners of a cheerleading and gymnastics training facility originally founded in Odessa, Texas, purchased the property at 216 West 5th Street to expand their operations into San Angelo. After establishing their business at the site, the City of San Angelo conducted an inspection and identified several items that needed to be addressed for the facility to comply with occupancy and accessibility standards.

The proposed scope of work includes the following items:

1. **Installation of Guard Railing** – A new guard railing system will be installed around the perimeter of the existing loading dock. This railing will include a lockable gate to maintain functionality while ensuring pedestrian safety.
   TIRZ Criteria: Enhances public safety; Improves pedestrian infrastructure.

2. **New Exterior Entry Door** – An exterior wall will be modified to install a commercial-grade glass entry door. This addition will improve access and enhance the building's visibility and professionalism.
   TIRZ Criteria: Strengthens identity of the focus area; Improves pedestrian infrastructure.

3. **Parking Area Improvements** – The existing parking area, located on leased land, will be graded, paved with concrete, and striped to meet current parking standards. This improvement is critical to ensuring adequate and safe parking for facility patrons.
   TIRZ Criteria: Reduces the visual impact of parking area; Improves vehicular infrastructure; Enhances public safety.

4. **Knox Box Installation** – A knox box will be installed at the facility's main entry to ensure emergency responders have secure access during off-hours.
   TIRZ Criteria: Enhances public safety.

5. **TDLR-Compliant Landing** – A concrete landing will be installed outside an existing emergency exit to meet TDLR accessibility requirements, ensuring compliance and safety for all users.
   TIRZ Criteria: Improves pedestrian accessibility; Enhances public safety.

Overall Project Impact:

- **Connectivity and Infrastructure:** The addition of ADA-compliant features, improved parking, and a secure entry system directly improves both pedestrian and vehicular infrastructure.
- **Public Safety:** The railing, knox box, and landing are key safety elements.
- **Visual and Functional Enhancements:** The addition of a commercial-grade entry and striped parking improves the usability and appearance of the site.
- **Environmental Considerations & Matching Contribution:** While no specific green building elements are proposed, the owners are covering a significant portion of the total cost themselves and are requesting assistance specifically for exterior public-facing improvements.

These improvements will bring the property into compliance while supporting a small business that brings economic and recreational value to the North Zone.

TIRZ North Zone Project Summary

Property Address: 216 West 5th Street, San Angelo, Texas

Owners: Heston and Kelly King

Heston and Kelly King began searching for a suitable location in San Angelo to expand their successful cheerleading and gymnastics training and competition business originally established in Odessa, Texas. After learning of a community need for such a facility, they worked with a local realtor and ultimately purchased the property at 216 West 5th Street.

Excited to serve the San Angelo community, they opened the facility shortly after acquiring the building. However, the City of San Angelo soon informed the owners that certain building improvements would be necessary to meet occupancy requirements. Recognizing the urgency of compliance—every day closed resulted in lost revenue and customers—they immediately engaged a local engineering firm to begin work on the required upgrades.

While interior improvements, including the addition of restrooms to meet occupancy standards, were necessary, the exterior upgrades turned out to be a significant and unexpected expense. The following site improvements were completed and are the subject of this TIRZ funding request:

1. Perimeter Guard Railing:
   Installation of guard railing with a gate around the perimeter of the existing elevated loading dock. This safety feature prevents falls and ensures safe pedestrian access along the dock.
2. New Commercial Entry Door:
   Creation of a new exterior opening in the building and installation of a commercial-grade glass entry door to improve access and appearance.
3. Grading and Parking Lot Construction:
   Grading of the leased parking area, pouring of concrete, and striping to provide adequate and code-compliant parking for the facility.
4. Fire Access Knox Box:
   Installation of a Knox Box on the new entry door for emergency fire department access in accordance with city safety codes.
5. TDLR-Compliant Concrete Landing:
   Construction of a concrete landing at the building's secondary exit door to meet accessibility requirements per the Texas Department of Licensing and Regulation (TDLR).

These critical improvements were essential for code compliance, customer safety, and functionality of the property. The Kings respectfully request TIRZ funding assistance for these capital investments, which support both the revitalization of the North Zone and the long-term viability of this local business.

WORKSHEET A

Proposed Project Budget

Below is a chart for summarizing the proposed project's scope & associated costs. All guidelines outlined in the TIRZ Incentive Policy, adopted 07/21/15. This worksheet alone does not provide all of the required items.

Intended Match (money to be provided by applicant): $13,925.00

Total Estimated Project Cost: $88,925.00

Please complete all fields within the chart below. Additional copies may be made of this form if necessary.

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
1.	Grade and stripe new parking area and stripe handicap accessible spots	Match	$13,925.00	$13,925.00
2.	Grade and stripe new parking area and stripe handicap accessible spots	Improve Vehicular Infrastructure	$75,000.00	$75,000.00
	TOTAL		$88,925.00	$88,925.00

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total

I certify that the information above is accurate in its representation of itemized costs. I understand that additional information may be requested to substantiate these amounts and will promptly provide such information.

Erica Wilde _____ 06/16/2025

Applicant or representative Date

FOR OFFICE USE ONLY:

_____

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST **DATE**

RANKING INFO: _____ **APPROVED FOR FUNDING? Y N** **FINAL INCENTIVE AMOUNT:** _____

DATE OF PAYMENT: _____ **CHECK NUMBER:** _____ **CONTRACT EXECUTED:**_____ **Document Effective as of:** _____

LEGEND

1 PICTURE #

EXISTING BUILDING

N

1"=50' 0 25 50 100 200

REV.	DATE	BY	APPR.	COMMENT

WILDE ENGINEERING AND SURVEYING, LLC
ENG. FIRM NO. 24672 SUR. FIRM NO. 10198849
5770 FM 765
SAN ANGELO, TEXAS 76905
(325)215-4332

CLIENT:
ANGELO XPRESS ATHLETICS
6716 N LAGOW
ODESSA, TEXAS 79762
MR. KELLY KING

MAP OF PICTURE

216 W 5TH ST GYMNASIUM
EXISTING BUILDING
UPGRADE
216 W 5TH STREET
SAN ANGELO, TX 76903

JUNE 11, 2025

ENGINEER: ERICA WILDE, P.E.

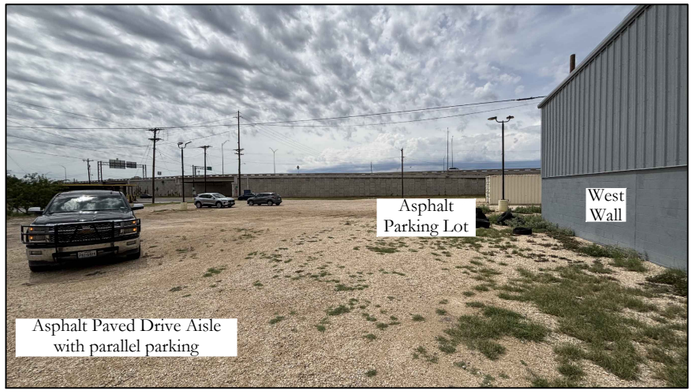
EMAIL: EWILDE@WILDE-ENG.COM

DESIGNER: EBW

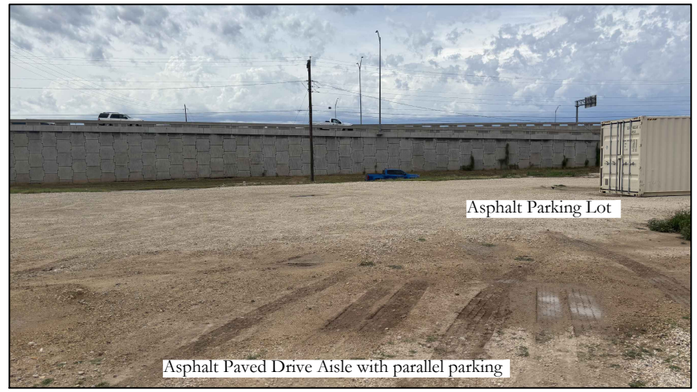
DRAFTER: CDS

PROJECT NO.: 1378

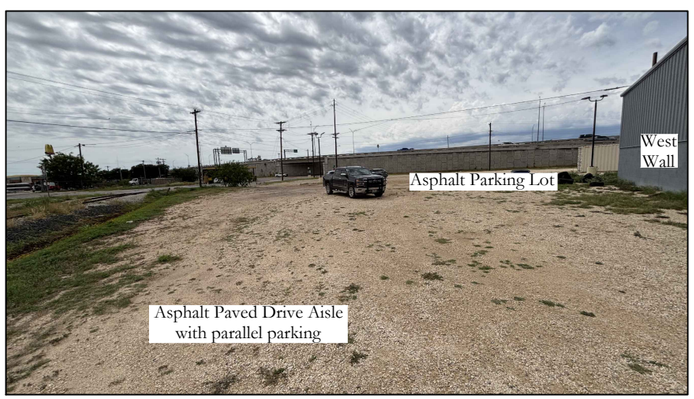
SHEET: 1 OF 2



PICTURE #1
West 6th Street

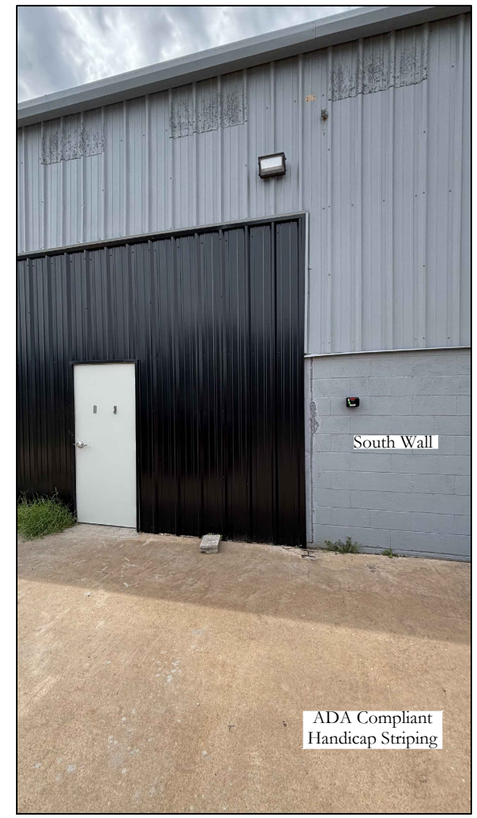


PICTURE #3
West 6th Street



PICTURE# 2
West 6th Street

PICTURE #4 Existing
Sea Container in
Parking Area



PICTURE # 5
Southern Wall

REV.	DATE	BY	APPR.	COMMENT

WILDE ENGINEERING AND SURVEYING, LLC
ENG. FIRM NO. 24672 SUR. FIRM NO. 10198849
5770 FM 765
SAN ANGELO, TEXAS 76905
(325)215-4332

CLIENT:
ANGELO XPRESS ATHLETICS
6716 N LAGOW
ODESSA, TEXAS 79762
MR. KELLY KING

PICTURES

216 W 5TH ST GYMNASIUM
EXISTING BUILDING
UPGRADE
216 W 5TH STREET
SAN ANGELO, TX 76903

ENGINEER: ERICA WILDE, P.E.
EMAIL: EWILDE@WILDE-ENG.COM
DESIGNER: EBW
DRAFTER: CDS
PROJECT NO.: 1378
SHEET: 2 OF 2

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

First reading and public hearing of ROW25-03, a request to abandon the alleyway that goes through the middle of the lot and a portion of the right-of-way along Veck St. at 528 Veck St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The applicant has requested the abandonment of a platted alley Tract 15, 16 & 1, 2 from the Ellis Addition that separates his lots. Also abandoning a portion of the right-of-way along Veck.

The Planning Staff reviewed all relevant history, ordinances, policies, and visited the site to take some photos, to determine the appropriateness of abandoning this public alley right-of-way.

- *Traffic patterns:* Staff believes that existing or anticipated traffic patterns would not be negatively affected if the alley was abandoned and sold to adjacent landowners. A site visit confirms that the alley is non-existent. A large portion of right-of-way along Veck was dedicated because of the railroad. Abandoning a portion will not negatively affect the traffic patterns. Veck St has curb and gutter and a width of 37ft of pavement, which meets the minimum paving requirement for a local street.
- *Utilities*: There are no existing City utilities in the alley or the portion of street right-of-way along Veck St. Water and sewer lines are in the streets adjacent to the property.
- *Community Impact:* Notifications were sent to adjacent owners notifying them of the public hearing. There have been no responses to date. As a condition of approval, Staff recommends that all abutting owners comply with the abandonment requirements within 24 months of approval.

Recommendation:

Staff recommends **APPROVAL** of the alley and a portion of street right-of-way along Veck, subject to **Three Conditions of Approval:**

1. Per the most current Schedule of Fees and Charges adopted by City Council, payment shall be remitted, per the assessment formula, for all of the abandoned right-of-way.

2. After approval of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned right-of-way.
3. Submit, obtain approval of, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 24 months of City Council's decision.

The Planning Commission heard the case on August 18, 2025; they recommended approval with a 5-0 vote.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this case on August 18, 2025 and recommend approval with a 5-0 vote.

Attachments:

1.	528 Veck St Alley & Street ROW Staff Report	528 Veck St Alley & Street ROW Staff Report.pdf
2.	528 VECK RIGHT-OF-WAY ABANDONMENT	528 VECK RIGHT-OF-WAY ABANDONMENT.pdf
3.	ROW25-03 - Ordinance	ROW25-03 - Ordinance .docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval

PLANNING COMMISSION – August 18, 2025
STAFF REPORT

City Council 1st reading: September 16, 2025

APPLICATION TYPE:	CASE:
Alley & Street Right-of-way Abandonment	ROW25-03 528 Veck Street

SYNOPSIS:

The applicant has requested the abandonment of a platted alley Tract 15, 16 & 1, 2 from the Ellis Addition that separates his lots. Also abandoning a portion of the street right-of-way along Veck.

LOCATION:	LEGAL DESCRIPTION:
528 Veck St	Acres: 0.168, Lot: 1, Blk: 28, Subd: ELLIS ADDITION Acres: 0.056, Lot: 2, Blk: 28, Subd: ELLIS ADDITION Acres: 0.036, Lot: 15, Blk: 28, Subd: ELLIS ADDITION Acres: 0.070, Lot: 16, Blk: 28, Subd: ELLIS ADDITION

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND	SIZE:
District #3 – Harry Thomas PaulAnn Neighborhood	Single-family Residential (RS-1)	Transitional	0.168, 0.056, 0.036, 0.070 Acres

THOROUGHFARE PLAN:

Alley was approved as part of the Ellis Addition, filed for record October 1, 1888 with the Tom Green County Clerk. Both Poe St and Veck St are local roads.

NOTIFICATIONS:

12 notifications mailed on August 1, 2025.
Zero received in support and zero in opposition.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the alley and a portion of street right-of-way along Veck, subject to **Three Conditions of Approval.**

PROPERTY OWNER/PETITIONER:

Owner: Adolfo Ramirez, Jr

STAFF CONTACT:

Rae Lineberry
Lead Planner
(325) 657-4210, Ext. 1533
rae.lineberry@sanangelo.gov

Additional Information:

City Staff circulated all relevant municipal departments, as well as public and private utility companies. There are no existing City services within the alley area to be abandoned. City departments expressed their support for the alley abandonment and a portion of the street right-of-way along Veck St subject to conditions of approval. The applicant would like to replat and include all lots and the portion of street right-of-way creating one lot. The alley was never developed, and the block is not configured to allow it to develop.

Rationale:

Planning Staff reviewed all relevant history, ordinances, policies, and visited the site to take some photos, to determine the appropriateness of abandoning this public alley right-of-way.

- *Traffic patterns:* Staff believes that existing or anticipated traffic patterns would not be negatively affected if the alley was abandoned and sold to adjacent landowners. A site visit confirms that the alley is non-existent. A large portion of right-of-way along Veck was dedicated because of the railroad. Abandoning a portion will not negatively affect the traffic patterns. Veck St has curb and gutter and a width of 37ft of pavement, which meets the minimum paving requirement for a local street.
- *Utilities*: There are no existing City utilities in the alley or the portion of street right-of-way along Veck St. Water and sewer lines are in the streets adjacent to the property.
- *Community Impact:* Notifications were sent to adjacent owners notifying them of the public hearing. There have been no responses to date. As a condition of approval, Staff recommends that all abutting owners comply with the abandonment requirements within 24 months of approval.

Recommendation:

Staff recommends **APPROVAL** of the alley and a portion of street right-of-way along Veck, subject to **Three Conditions of Approval:**

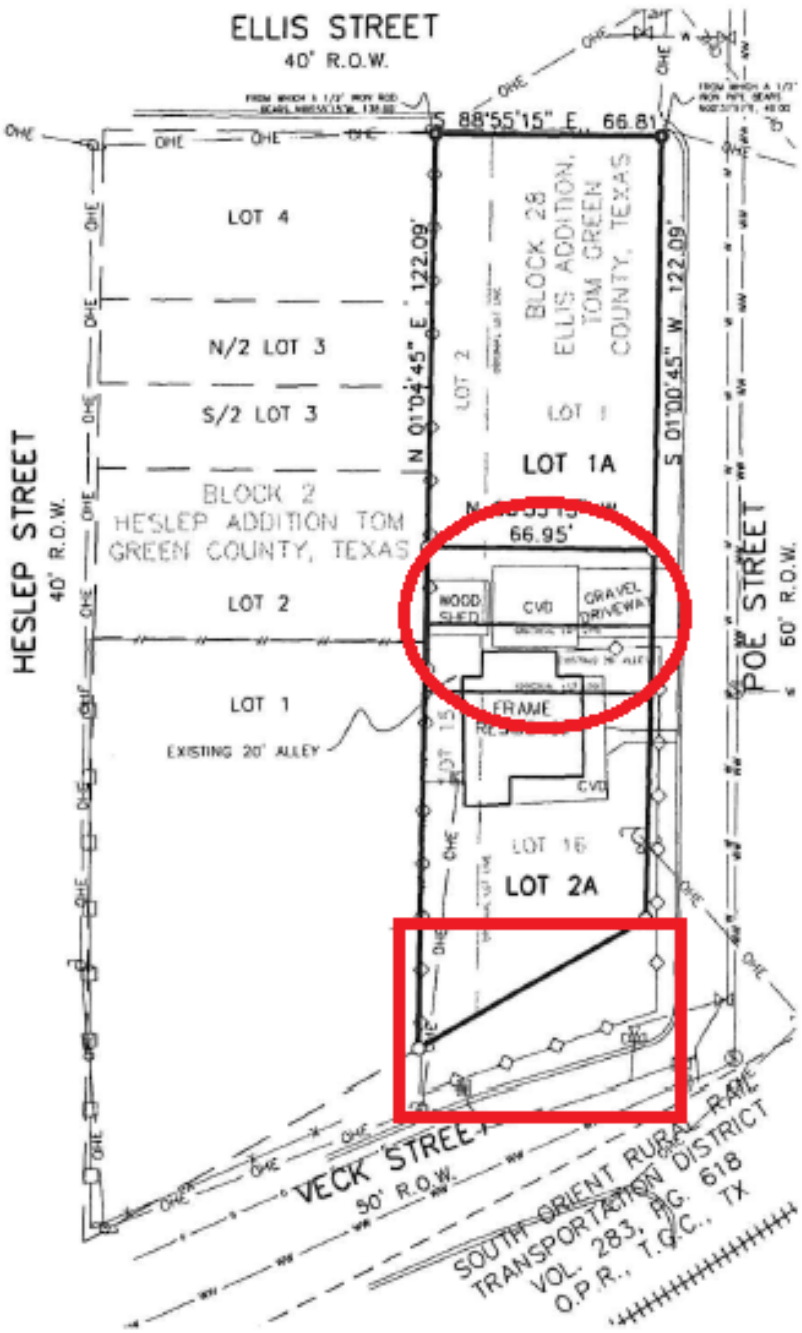
1. Per the Code of Ordinances, Section A9.008, payment per the assessment formula outlined in the fee schedule shall be remitted for all of the abandoned alley and street right-of-way, should the vacation and abandonment be approved.

2. Verification of the recordation of deed(s) officially abandoning the City's claim to the entirety of the abandoned alley(s) shall be provided.

3. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 24 months of City Council's decision.

Attachments:

Aerial Map
Abandonment Exhibit without imagery
Abandonment Exhibit with imagery
Photos



REPLAT OF LOT 1, LOT 2, LOT 15, & LOT 16,
BLOCK 28, ELLIS ADDITION,
CITY OF SAN ANGELO,
TOM GREEN COUNTY, TEXAS

OWNER: ADOLPH RAMIREZ, JR.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).

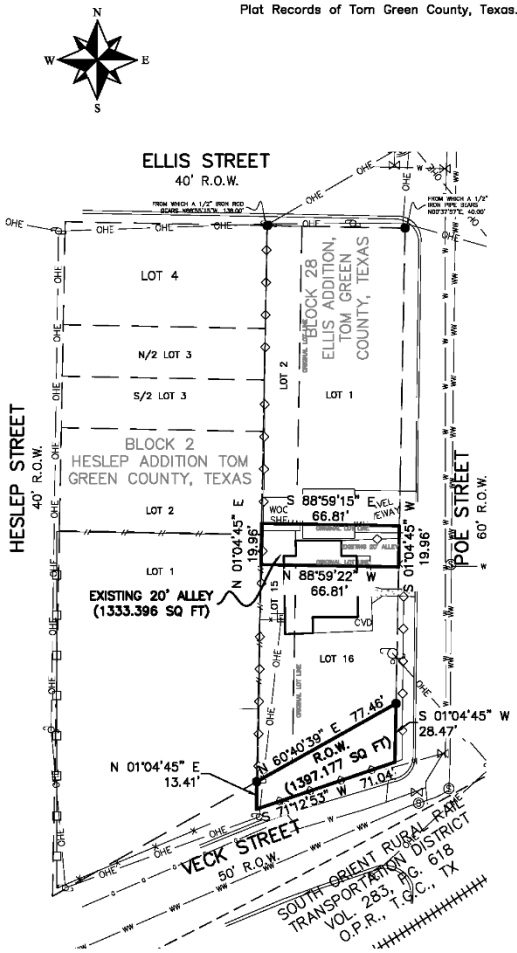
Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

This plat is filed in Cabinet_____, Slide_____, Plat Records of Tom Green County, Texas.

SCALE: 1"=30'
0 30 60

LEGEND

- FOUND 1/2" IRON PIPE
- SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- EASEMENT/BUILDING SET-BACK LINE
- FENCE
- OHE — OVERHEAD POWER LINE
- RAILROAD TRACKS
- W — WATER LINE
- WW — WASTE WATER LINE
- G — GAS LINE
- POWER POLE
- POWER POLE WITH LIGHT
- ELECTRIC METER
- WATER METER
- GAS METER
- CVD COVERED AREA
- R.O.W. RIGHT-OF-WAY
- CONCRETE



REPLAT OF LOT 1, LOT 2, LOT 15, & LOT 16, BLOCK 28, ELLIS ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS

OWNER: ADOLPH RAMIREZ JR.

Being Lot 1, Lot 2, Lot 15, & Lot 16, Block 28, Ellis Addition to the City of San Angelo, Tom Green County, Texas, according to the plat recorded in Volume Y, Page 39, Deed Records of Tom Green County, Texas.

CITY PLANNING COMMISSION

Approved for recording this _____ day of _____, 20_____,
City Planning Commission of San Angelo, Texas.

By:_____
Chairman

By:_____
Secretary

DEPARTMENT OF PUBLIC WORKS

Approved for recording this _____ day of _____, 20_____,

By:_____
Director of Public Works

DEPARTMENT OF WATER UTILITIES

Approved for recording this _____ day of _____, 20_____,

By:_____
Director of Public Works

COUNTY CLERK

Approved for recording this _____ day of _____, 20_____ at _____,
County Clerk of Tom Green County, Texas

By:_____

DEDICATION / ACKNOWLEDGEMENT

I, Adolph Ramirez Jr., do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.

_____
Adolph Ramirez Jr.

NOTES:

1. FIELD NOTES TO ACCOMPANY THIS PLAT

2. PRELIMINARY PRINT DATE: AUGUST 11, 2025

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Wesley Ray Quinn, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon will be or were properly placed under my supervision, in accordance with the Order Establishing Regulations For The Development Of Subdivisions and Manufactured Home Rental Communities adopted by the Commissioner's Court of Tom Green County, Texas and with the Rules of the Texas Board of Professional Engineers and Land Surveyors.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before me on the _____ day of _____, 20_____,

By:_____
Notary Public in and for the State of Texas

Field: JF
Office: JF
Job # 25040005

Registered Prof. Land Surveyor
Texas Registration No. 6625

MCMILLAN AND QUINN, INC. FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqitx.com

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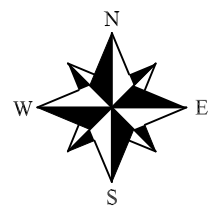
Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).

Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

This plat is filed in Cabinet_____, Slide_____, Plat Records of Tom Green County, Texas.

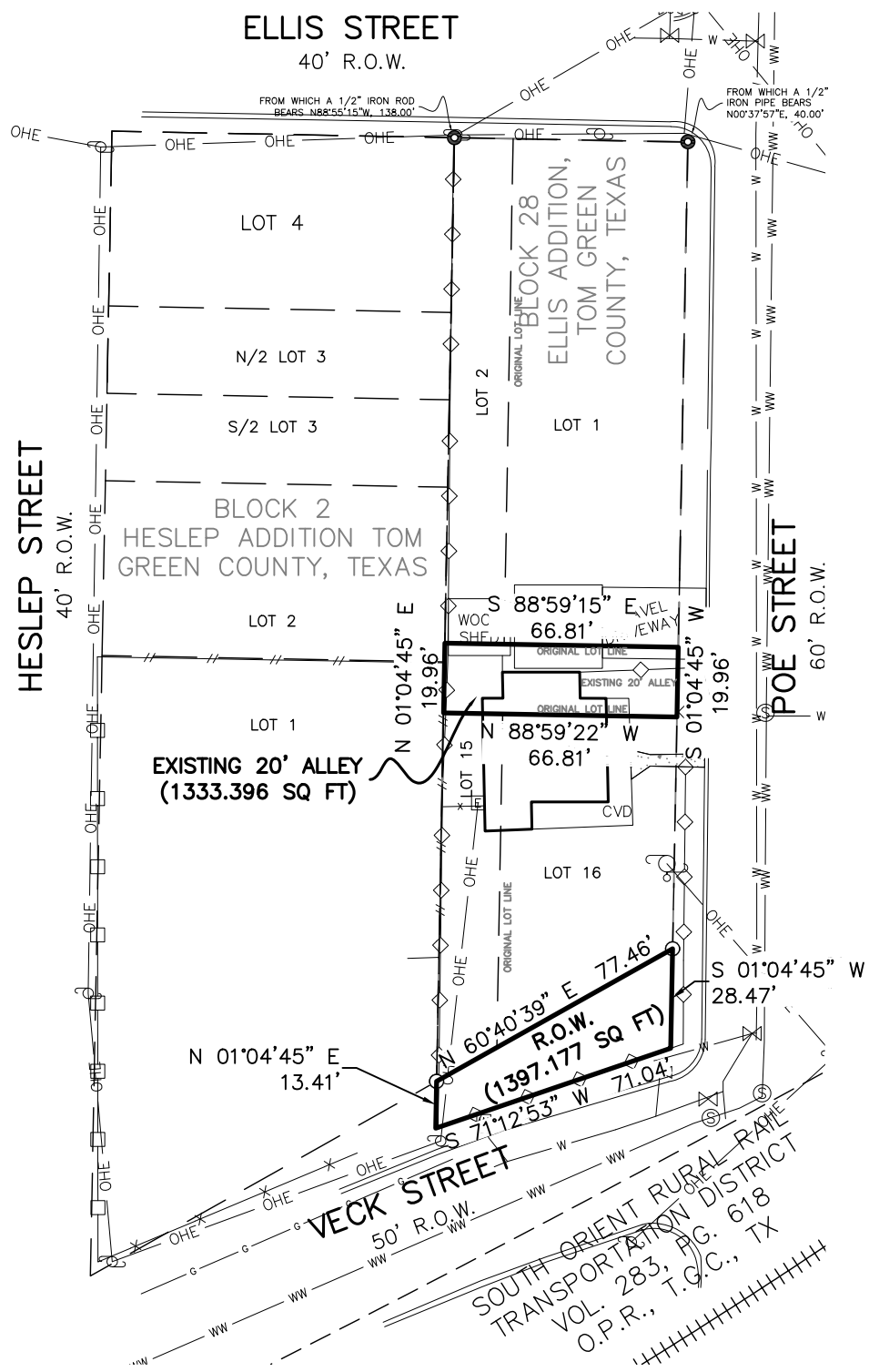


SCALE: 1"=30'

0 30 60

LEGEND

- FOUND 1/2" IRON PIPE
- SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- EASEMENT/BUILDING SET-BACK LINE
- FENCE
- OHE — OVERHEAD POWER LINE
- RAILROAD TRACKS
- W — WATER LINE
- WW — WASTE WATER LINE
- G — GAS LINE
- POWER POLE
- POWER POLE WITH LIGHT
- E — ELECTRIC METER
- W — WATER METER
- GAS METER
- CVD — COVERED AREA
- R.O.W. — RIGHT-OF-WAY
- CONCRETE



CITY PLANNING COMMISSION

Approved for recording this _____ day of _____, 20_____.
City Planning Commission of San Angelo, Texas.

By:_____
Chairman

By:_____
Secretary

DEPARTMENT OF PUBLIC WORKS

Approved for recording this _____ day of _____, 20_____.

By:_____
Director of Public Works

DEPARTMENT OF WATER UTILITIES

Approved for recording this _____ day of _____, 20_____.

By:_____
Director of Public Works

COUNTY CLERK

Approved for recording this _____ day of _____, 20_____ at _____.
County Clerk of Tom Green County, Texas

By:_____

REPLAT OF LOT 1, LOT 2, LOT 15, & LOT 16, BLOCK 28, ELLIS ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS

OWNER: ADOLPH RAMIREZ JR.

Being Lot 1, Lot 2, Lot 15, & Lot 16, Block 28, Ellis Addition to the City of San Angelo, Tom Green County, Texas, according to the plat recorded in Volume Y, Page 39, Deed Records of Tom Green County, Texas.

DEDICATION / ACKNOWLEDGEMENT

I, Adolph Ramirez Jr., do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.

_____
Adolph Ramirez Jr.

STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on the _____ day of _____, 20_____.

By:_____
Notary Public in and for the State of Texas

NOTES:

1. FIELD NOTES TO ACCOMPANY THIS PLAT

2. PRELIMINARY PRINT DATE: AUGUST 11, 2025

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Wesley Ray Quinn, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon will be or were properly placed under my supervision, in accordance with the Order Establishing Regulations For The Development Of Subdivisions and Manufactured Home Rental Communities adopted by the Commissioner's Court of Tom Green County, Texas and with the Rules of the Texas Board of Professional Engineers and Land Surveyors.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Field: JF
Office: JF
Job # 25040005

Registered Prof. Land Surveyor
Texas Registration No. 6625

MCMILLAN AND QUINN, INC. FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqitx.com

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AN ORDINANCE PROVIDING FOR ABANDONMENT AND VACATION OF A PORTION OF ALLEY COMPROMISING OF 1,333.396 SQUARE FEET AND STREET RIGHT-OF-WAY COMPRISING OF 1,397.177 SQUARE FEET IN BLOCK 28 OF THE ELLIS ADDITION; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, Texas, acting pursuant to law, is of the opinion that the public right-of-way described herein, is no longer needed for public use and therefore deems it advisable to abandon said portion of right-of-way; and,

WHEREAS, the City Council is of the opinion that the best interest and welfare of the public will be served by conditionally conveying the underlying abandoned public right-of-way to the abutting property owners;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO THAT:

SECTION 1: The public right-of-way located in the City of San Angelo, comprising of 1,333.396 square feet off of Poe St and 1,397.177 square feet along Veck St in Block 28 of the Ellis Addition, Tom Green County, Texas, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same is hereby vacated, abandoned and closed insofar as the right, title and easement of the public are concerned, subject to the conditions and restrictions herein set forth.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonments and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: The following conditions precedent to the abandonment shall apply and be part of the consideration for conveyance by quitclaim deed(s) of the underlying tracts of land to owners of abutting properties:

1. Per the most recent *Schedule of Fees and Charges* adopted by City Council, remit payment per the assessment formula for all the abandoned alley and street right-of-way.

2. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 24 months of City Council's decision.

3. After approval of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned right-of-way.

SECTION 5: The terms and conditions set forth hereinabove shall be applicable to the conveyances of rights-of-way herein provided for, and shall be binding upon Grantees thereof and their heirs, successors and assigns.

SECTION 6: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Manager or Mayor of the City of San Angelo is hereby authorized to execute and deliver quit claim deeds conveying the subject tracts of abandoned right-of-way described and depicted in **Exhibit "A,"** to the owners of the designated abutting properties.

SECTION 7: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the tracts of land are located.

INTRODUCED on the **16th day of September 2025,** and finally PASSED, APPROVED AND ADOPTED on this the **7th day of October 2025.**

THE CITY OF SAN ANGELO

_____
Tom Thompson, Mayor

ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

Exhibit "A"

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).

Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

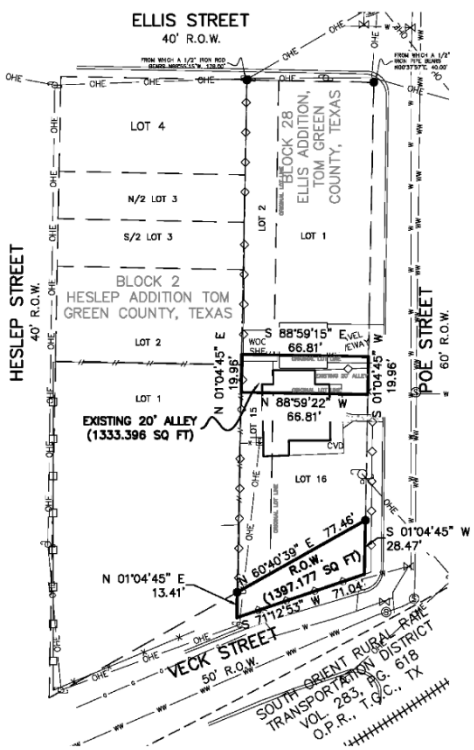
This plat is filed in Cabinet_____, Slide_____, Plat Records of Tom Green County, Texas.

SCALE: 1"=30'

0 30 60

LEGEND

- FOUND 1/2" IRON PIPE
- SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- EASEMENT/BUILDING SET-BACK LINE
- FENCE
- OHE — OVERHEAD POWER LINE
- RAILROAD TRACKS
- W — WATER LINE
- WW — WASTE WATER LINE
- G — GAS LINE
- POWER POLE
- POWER POLE WITH LIGHT
- ELECTRIC METER
- WATER METER
- GAS METER
- CVD COVERED AREA
- R.O.W. RIGHT-OF-WAY
- CONCRETE



CITY PLANNING COMMISSION

Approved for recording this _____ day of _____, 20_____, City Planning Commission of San Angelo, Texas.

By:_____
Chairman

By:_____
Secretary

DEPARTMENT OF PUBLIC WORKS

Approved for recording this _____ day of _____, 20_____,

By:_____
Director of Public Works

DEPARTMENT OF WATER UTILITIES

Approved for recording this _____ day of _____, 20_____,

By:_____
Director of Public Works

COUNTY CLERK

Approved for recording this _____ day of _____, 20_____ at _____, County Clerk of Tom Green County, Texas

By:_____

REPLAT OF LOT 1, LOT 2, LOT 15, & LOT 16, BLOCK 28, ELLIS ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS

OWNER: ADOLPH RAMIREZ JR.

Being Lot 1, Lot 2, Lot 15, & Lot 16, Block 28, Ellis Addition to the City of San Angelo, Tom Green County, Texas, according to the plat recorded in Volume Y, Page 39, Deed Records of Tom Green County, Texas.

DEDICATION / ACKNOWLEDGEMENT

I, Adolph Ramirez Jr., do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.

_____
Adolph Ramirez Jr.

NOTES:

1. FIELD NOTES TO ACCOMPANY THIS PLAT

2. PRELIMINARY PRINT DATE: AUGUST 11, 2025

SURVEYOR'S CERTIFICATE

Know all men by these presents: that I, Wesley Ray Quinn, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon will be or were properly placed under my supervision, in accordance with the Order Establishing Regulations For The Development Of Subdivisions and Manufactured Home Rental Communities adopted by the Commissioner's Court of Tom Green County, Texas and with the Rules of the Texas Board of Professional Engineers and Land Surveyors.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on the _____ day of _____, 20_____.

By:_____
Notary Public in and for the State of Texas

Field: JF
Office: JF
Job # 25040005

Registered Prof. Land Surveyor
Texas Registration No. 6625

MCMILLAN AND QUINN, INC. FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqtx.com

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Austin Reed, Planning Technician, Planning and Development Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

First reading and public hearing of ROW25-02, a request to abandon the alleyway north of the intersection of E. 47th St. and Crockett St. and abandon the dedicated portion of Bonham St. between 48th St. and 47th St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The applicant has requested the abandonment of a public alleyway coming off Crockett Street, as well as a portion of Bonham Street where the two connect. Both the alleyway and Bonham in the subject area are unimproved and free of public utilities. Neither are, or ever have been, improved as streets or alleyways. The alley measures 400'x15' and the street measures about 340'x60'.

- *Traffic patterns: Planning* Staff believe that existing or anticipated traffic patterns would not be affected in any way by the current request.
- *Utilities*: There are no existing City utilities in the alley.
- *Community Impact:* The Planning staff has sent adjacent owners public notice of the meeting. There have been no responses to date.
- *Public Benefit:* Unused right-of-way hinders the surrounding property owners' abilities to develop unused land and results in unnecessary complications.

Recommendation:

Staff recommend **APPROVAL** of the proposed abandonment **subject to three (3) conditions of approval:**

1. Per the most current Schedule of Fees and Charges adopted by City Council, payment shall be remitted, per the assessment formula, for all of the abandoned right-of-way.

2. After approval of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned right-of-way.

3. Submit, obtain approval of, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision

Ordinance within 24 months of City Council's decision. As part of this subdivision, the applicant must dedicate to the City the portion of their property encompassing E 47th Street.

The Planning Commission heard the case on August 18 and recommended approval with 5-0 vote.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this request on 8/18 and recommended adoption with a vote of 5-0.

Attachments:

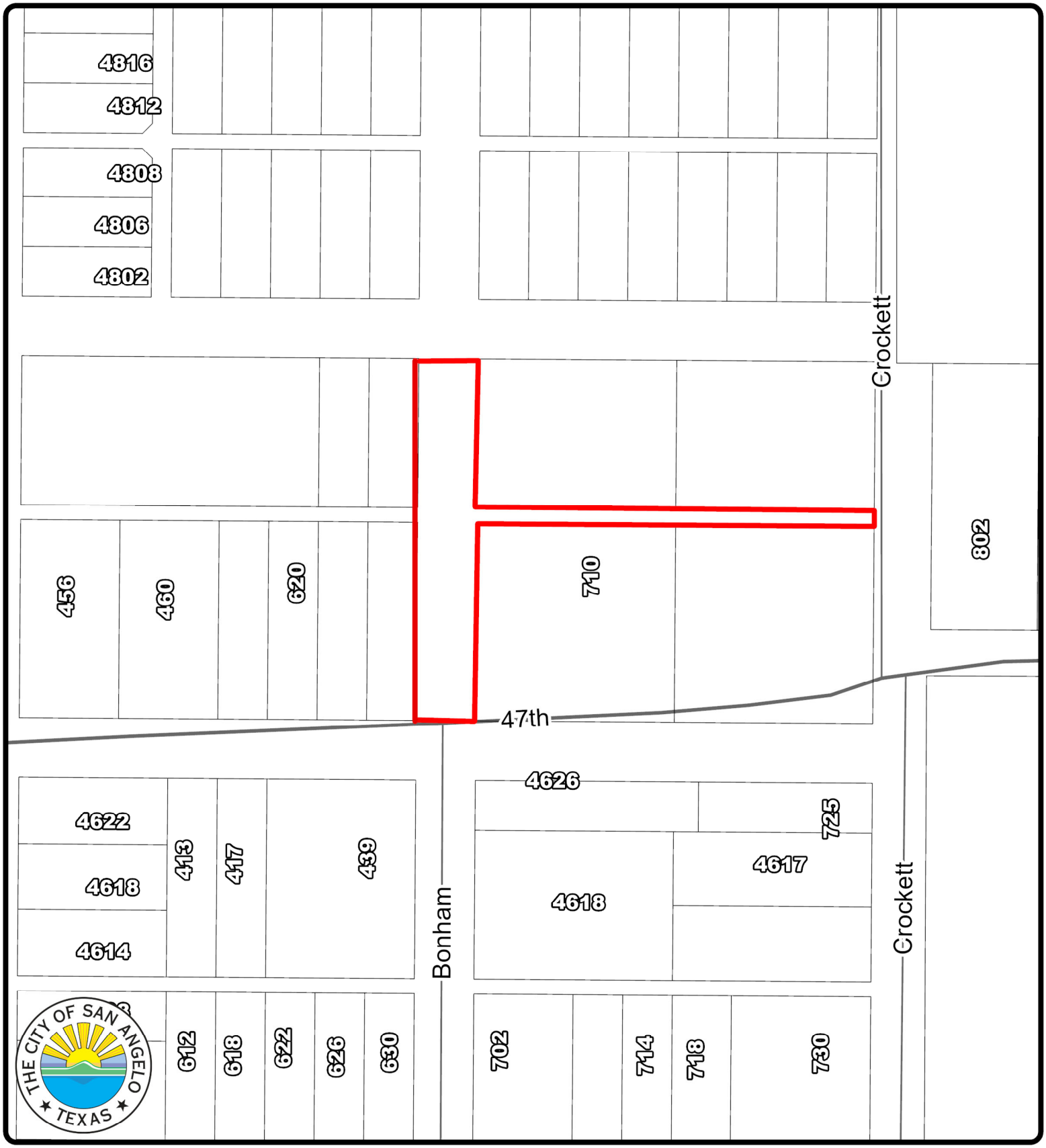
1.	Alleyway and Street abandonment	Alleyway and Street abandonment.pdf
2.	ROW25-02 - Ordinance	ROW25-02 - Ordinance.docx
3.	ROW25-02 - Staff Report	ROW25-02 - Staff Report.docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Austin Reed	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval



Ordinance Map
ROW25-02: 47th & Crockett

Council District: #2 - Joe Self
Neighborhood: Lake View

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

Subject Property:

N

AN ORDINANCE PROVIDING FOR ABANDONMENT AND VACATION OF A PORTION OF ALLEY AND STREET RIGHT-OF-WAY COMPRISING OF 26,250 SQUARE FEET IN BLOCK 13 OF THE LAKEVIEW ADDITION; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, Texas, acting pursuant to law, is of the opinion that the public right-of-way described herein, is no longer needed for public use and therefore deems it advisable to abandon said portion of right-of-way; and,

WHEREAS, the City Council is of the opinion that the best interest and welfare of the public will be served by conditionally conveying the underlying abandoned public right-of-way to the abutting property owners;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO THAT:

SECTION 1: The public right-of-way located in the City of San Angelo, comprising of 26,250 square feet in Block 13 of the Lakeview Addition, the boundary of which extends between 335 and 340 feet north from Bonham and East 47th Streets and being 60 feet wide, and extending 400 feet west from Crockett Street north of East 47th Street and being 15 feet wide, Tom Green County, Texas, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same is hereby vacated, abandoned and closed insofar as the right, title and easement of the public are concerned, subject to the conditions and restrictions herein set forth.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or not, aerial, surface, underground or otherwise.

SECTION 3: The abandonments and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: The following conditions precedent to the abandonment shall apply and be part of the consideration for conveyance by quitclaim deed(s) of the underlying tracts of land to owners of abutting properties:

1. Per the most recent *Schedule of Fees and Charges* adopted by City Council, remit payment per the assessment formula for all the abandoned alley and street right-of-way.

2. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 24 months of City Council's decision. As part of this subdivision, the applicant must dedicate to the City the portion of their property encompassing E 47th Street.

3. After approval of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned right-of-way.

SECTION 5: The terms and conditions set forth hereinabove shall be applicable to the conveyances of rights-of-way herein provided for, and shall be binding upon Grantees thereof and their heirs, successors and assigns.

SECTION 6: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Manager or Mayor of the City of San Angelo is hereby authorized to execute and deliver quit claim deeds conveying the subject tracts of abandoned right-of-way described and depicted in **Exhibit "A,"** to the owners of the designated abutting properties.

SECTION 7: Upon confirmation from the Planning Director of compliance with conditions hereinabove set forth, the City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the tracts of land are located.

INTRODUCED on the **16th day of September 2025,** and finally PASSED, APPROVED AND ADOPTED on this the **7th day of October 2025.**

THE CITY OF SAN ANGELO

_____
Tom Thompson, Mayor

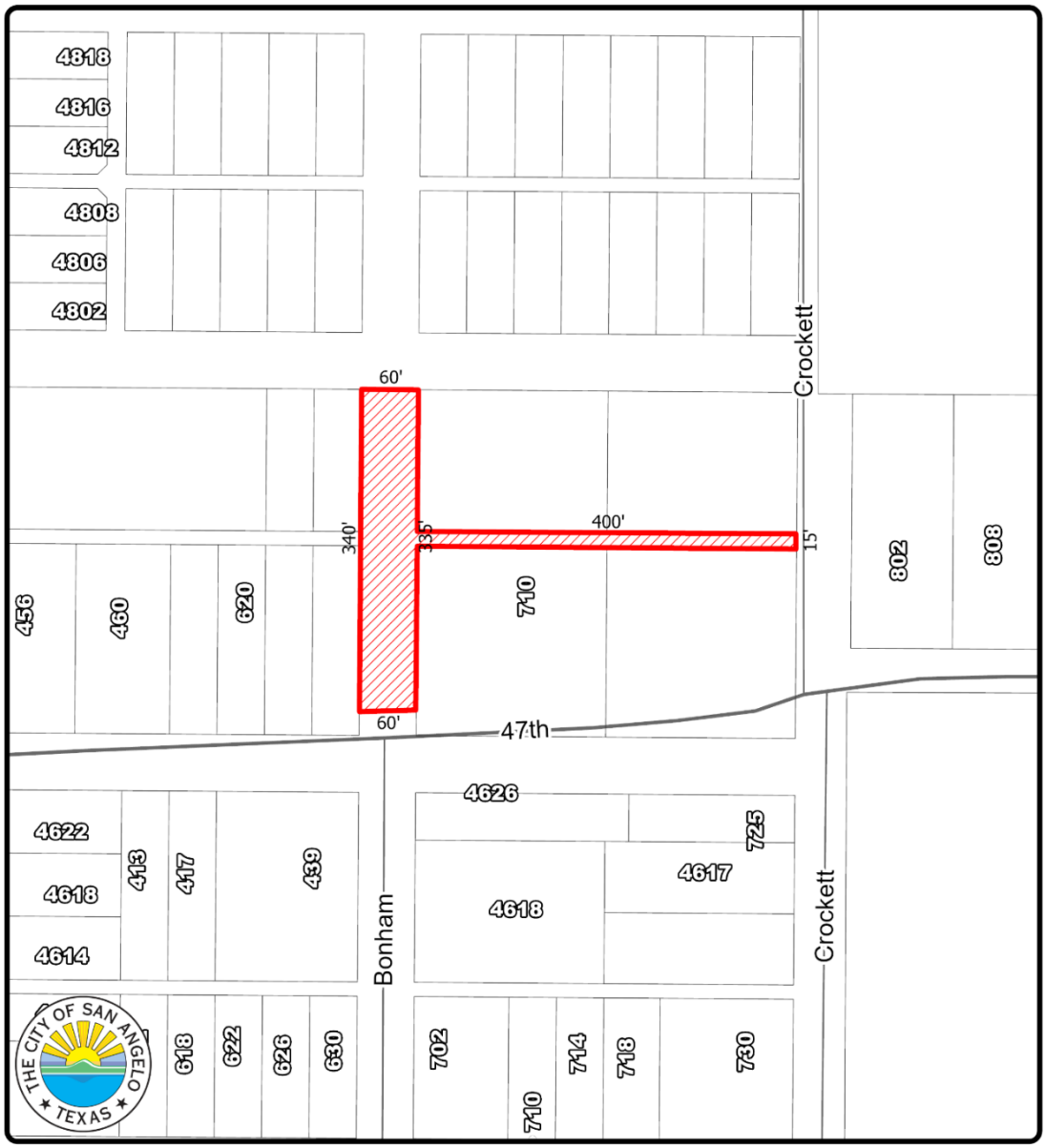
ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

Exhibit "A"



Ordinance Map
ROW25-02: 47th & Crockett
Council District: #2 - Joe Self
Neighborhood: Lake View

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Property:

N

PLANNING COMMISSION – August 18, 2025
STAFF REPORT

City Council 1st reading: September 16, 2025

APPLICATION TYPE:	CASE:
Alley & Street Right-of-Way Abandonment	ROW25-02: 47th & Crockett & Bonham

SYNOPSIS:

The applicant has requested the abandonment of a public alleyway coming off Crockett Street, as well as a portion of Bonham Street where the two connect. Both the alleyway and Bonham in the subject area are unimproved and free of public utilities. Neither are, or ever have been, used as streets or alleyways. The alley measures 400'x15' and the street measures about 340'x60'.

LOCATION:	LEGAL DESCRIPTION:
Northwest of the intersection of 47th and Crockett Street, and Bonham street north of E 47th.	Block 13 of the Lakeview Addition

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District: #2 Joe Self Neighborhood: Lake View	Single-Family Residential (RS-1)	Neighborhood	~.6 acres or 26,250 sq. ft.

THOROUGHFARE PLAN:

E 47th St. – Local Road
Crockett St. – Local Road
Bonham St. – Local Road

NOTIFICATIONS:

24 notifications mailed on 08/01/2025.
Zero (0) received in support or in opposition.

STAFF RECOMMENDATION:

Staff recommend **APPROVAL** of the Right-of-Way Abandonment subject to **three (3) conditions**.

PROPERTY OWNER/PETITIONER:

Owners: Ricky & Patricia Williford, Mills Legacy Development, LLC

STAFF CONTACT:

Austin Reed
Senior Planner
(325) 657-4210, Extension 1550
austin.reed@sanangelo.gov

Additional Information:

There are no existing City services within the alley and street area to be abandoned. The involved City departments have expressed their support for the abandonment. Neither the street nor alleyway are improved or utilized as an access point to any property and, on the contrary, have been built over in places. When subdividing to incorporate the abandoned land, the applicant will also dedicate a portion of their property which appears to encroach over E 47th to the south. There are two owners of the affected properties, and both have consented to the abandonment.

Rationale:

- *Traffic patterns: Planning* Staff believe that existing or anticipated traffic patterns would not be affected in any way by the current request.
- *Utilities*: There are no existing City utilities in the alley.
- *Community Impact:* The Planning staff has sent adjacent owners public notice of the meeting. There have been no responses to date.
- *Public Benefit:* Unused right-of-way hinders the surrounding property owners' abilities to develop unused land and results in unnecessary complications.

Recommendation:

Staff recommend **APPROVAL** of the proposed abandonment **subject to three (3) conditions of approval:**

1. Per the most current Schedule of Fees and Charges adopted by City Council, payment shall be remitted, per the assessment formula, for all of the abandoned right-of-way.

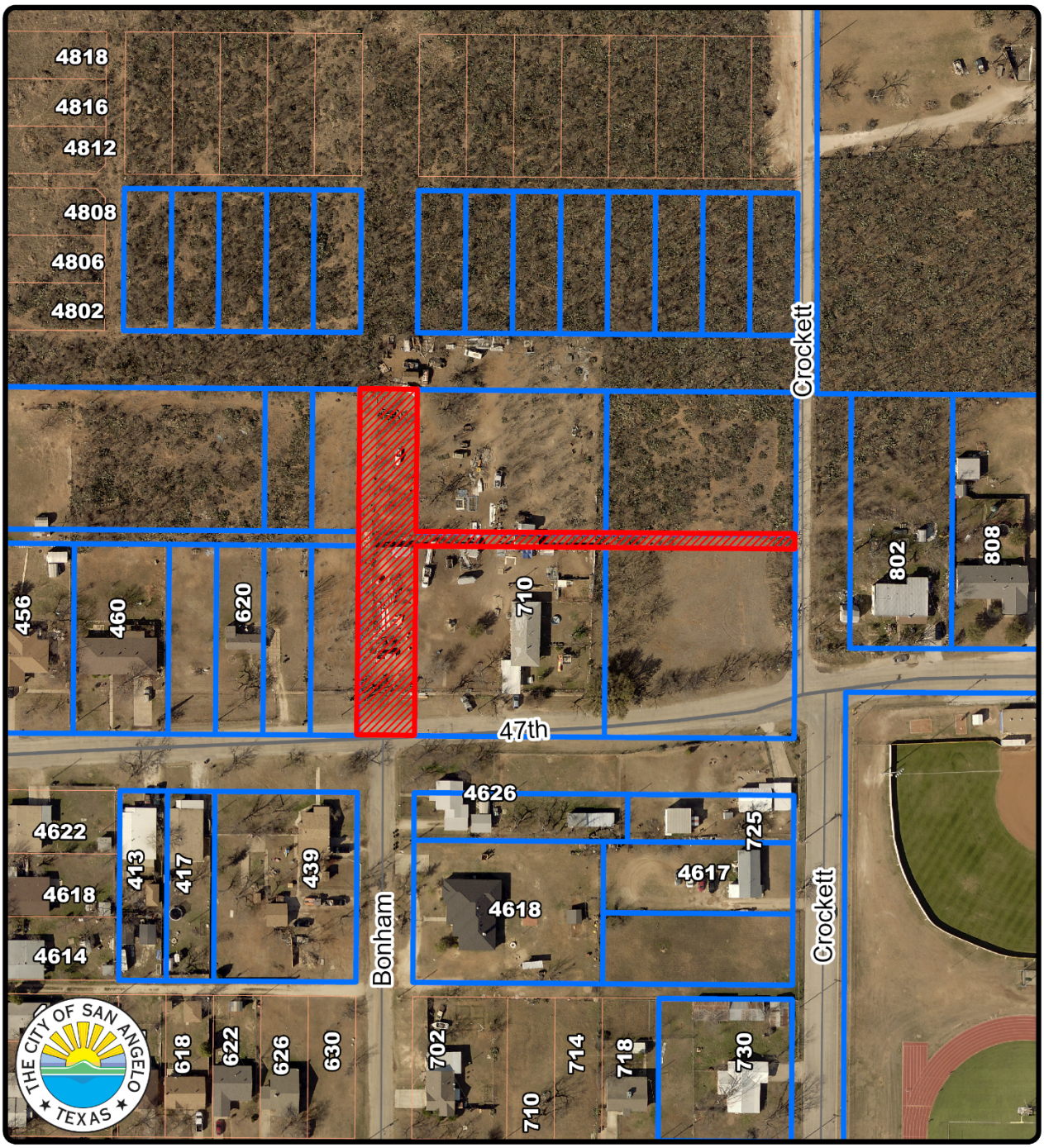
2. After approval of the associated plat and payment, request issuance and recordation of a Quit Claim Deed from the City's Real Estate Division conveying the City's interest in the entirety of the abandoned right-of-way.

3. Submit, obtain approval of, and officially record a subdivision replat absorbing all of the abandoned right-of-way into adjacent lot(s) meeting all requirements of the Land Development and Subdivision Ordinance within 24 months of City Council's decision. As part of this subdivision, the applicant must dedicate to the City the portion of their property encompassing E 47th Street.

Attachments:

Notification Map
Aerial Map

Notification Map



200' Notification Map
ROW25-02: 47th & Crockett
Council District: #2 - Joe Self
Neighborhood: Lake View

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Property:

Notified Properties:

N

Aerial Map

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: September 16, 2025

Item type: Regular Item

Caption:

First reading and public hearing of Z25-20, a request to rezone from the Single-family Residential zoning district to Low Rise Multi-family Residential zoning district for the properties located at 611 N. Jackson & 610 N. Van Buren (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

A request to rezone two properties which do not meet the standard development requirements for an RS-1 zoning due to the Houston Harte Freeway dissecting the properties.

The project is to build two zero lot line residential structures on lots that are very similar in sq. ft. size to adjacent properties. This is a creative way to place two structures on lots that have been vacant for decades and allows for some potential affordable housing in the area.

The Planning Commission heard the case on August 18th and recommended approval with a 5-0 vote. There were two oppositions in the 200' notice; one person did not want rent houses; the other did not want increased property values.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Planning Commission heard this case on August 18, 2025 and recommend approval with a 5-0 vote.

Attachments:

1.	Z25-20 Staff Report 611 Jackson & 610 Van Buren	Z25-20 Staff Report 611 Jackson & 610 Van Buren.pdf
2.	Z25-20 Jackson & Van Buren Ord]	Z25-20 Jackson & Van Buren Ord].docx
3.	001 CVC 610 N VAN BUREN SITE PLAN.pdf V1	001 CVC 610 N VAN BUREN SITE PLAN.pdf V1.pdf

4. 001 CVC 611 N JACKSON ST SITE PLAN.pdf V1 001 CVC 611 N JACKSON ST SITE PLAN.pdf V1.pdf

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval

STAFF REPORT - Z25-20

Planning Commission: August 18, 2025
City Council 1st reading: September 16, 2025

APPLICATION TYPE:	CASES:
Zone Change	Z25-20: 611 N Jackson & 610 N Van Buren

SYNOPSIS:

A request for approval of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.

LOCATION:	LEGAL DESCRIPTION:
611 N Jackson & 610 N Van Buren	Acres: 0.109, Blk: 172, Subd: LOGAN-GREER OF ANGELO HTS, N PT OF LOT 3 Acres: 0.075, Blk: 172, Subd: LOGAN-GREER OF ANGELO HTS, N PT OF LOT 8

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #4 – Patrick Keely Neighborhood – Central	Currently: RS-1 Requesting: RM-1	Neighborhood	Acres: 0.109 Acres: 0.075

NOTIFICATIONS:

16 notifications sent on 7/3/25. Received 0 in favor and 0 opposed.

STAFF RECOMMENDATION:

Staff recommend **approval** of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.

PROPERTY OWNER/PETITIONER:

Owner: Zane Willard

STAFF CONTACT:

Rae Lineberry
Senior Planner
(325) 657-4210, ext 1533
Rae.lineberry@cosatx.us

Additional Information: The subject of this zone change is two vacant lots that do not meet the RS-1 standards but can meet a zero lot line standard under multi-family residential. The vision plan for this area is Neighborhood which fits multi-family residential.

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** This proposed zoning will allow for the development of currently vacant lots with residential uses that are consistent with the surrounding neighborhood.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed zoning does not conflict with the zoning ordinance and will allow development on vacant lots.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** The proposed zoning is compatible with the surrounding area as it is currently residential and the applicant would like to a build zero lot line home.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** A zone change towards multi-family residential is necessary for the applicant's plans to develop the lot as residential.

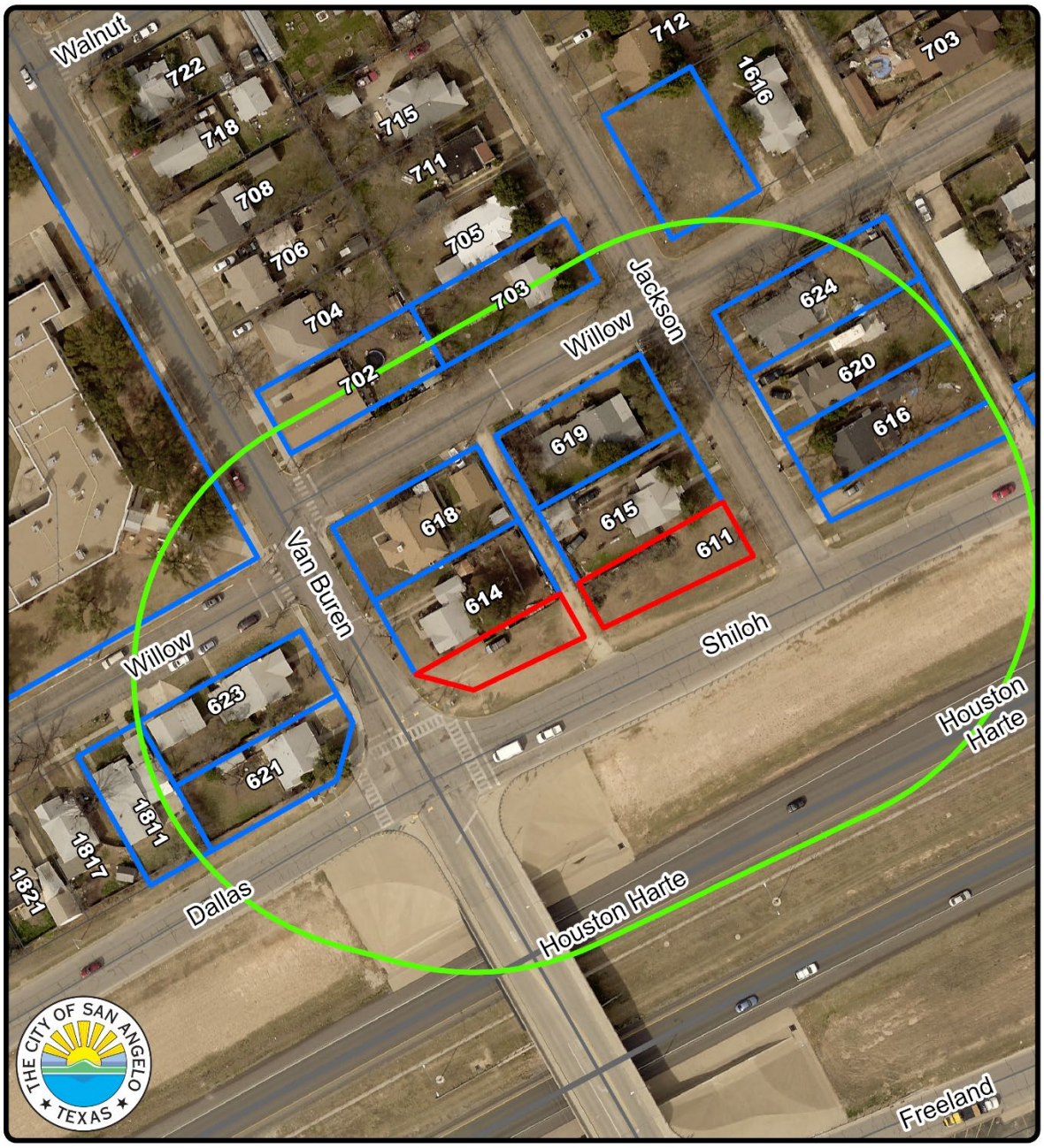
5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** There are no anticipated adverse effects on neighboring properties.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** Granting this request will help development on currently vacant lots.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The property will meet the development pattern of residential in the area.

Recommendation:
Staff recommend **approval** of a zone change from (RS-1) Single-family Residential to (RM-1) Low Rise Multi-family Residential for the properties located at 611 N Jackson & 610 N Van Buren.

Attachments:
Notification Map
Zoning Map
Vision Plan Map

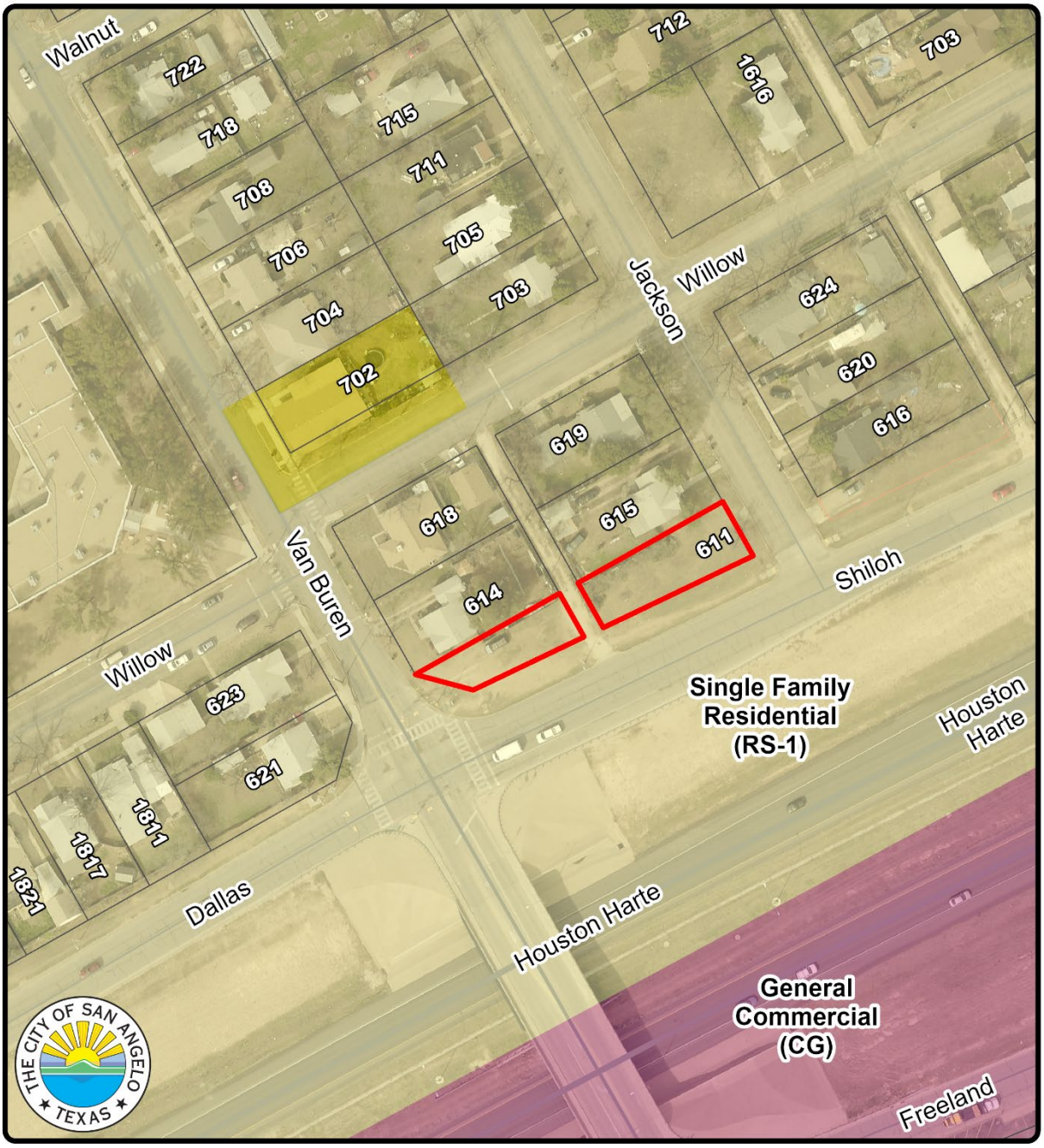


200' Notification Map
Z25-20: Jackson and Van Buren
Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.010.01 0.02 0.03 0.04 Miles

200' Range:
Subject Property:
Notified Properties:

N

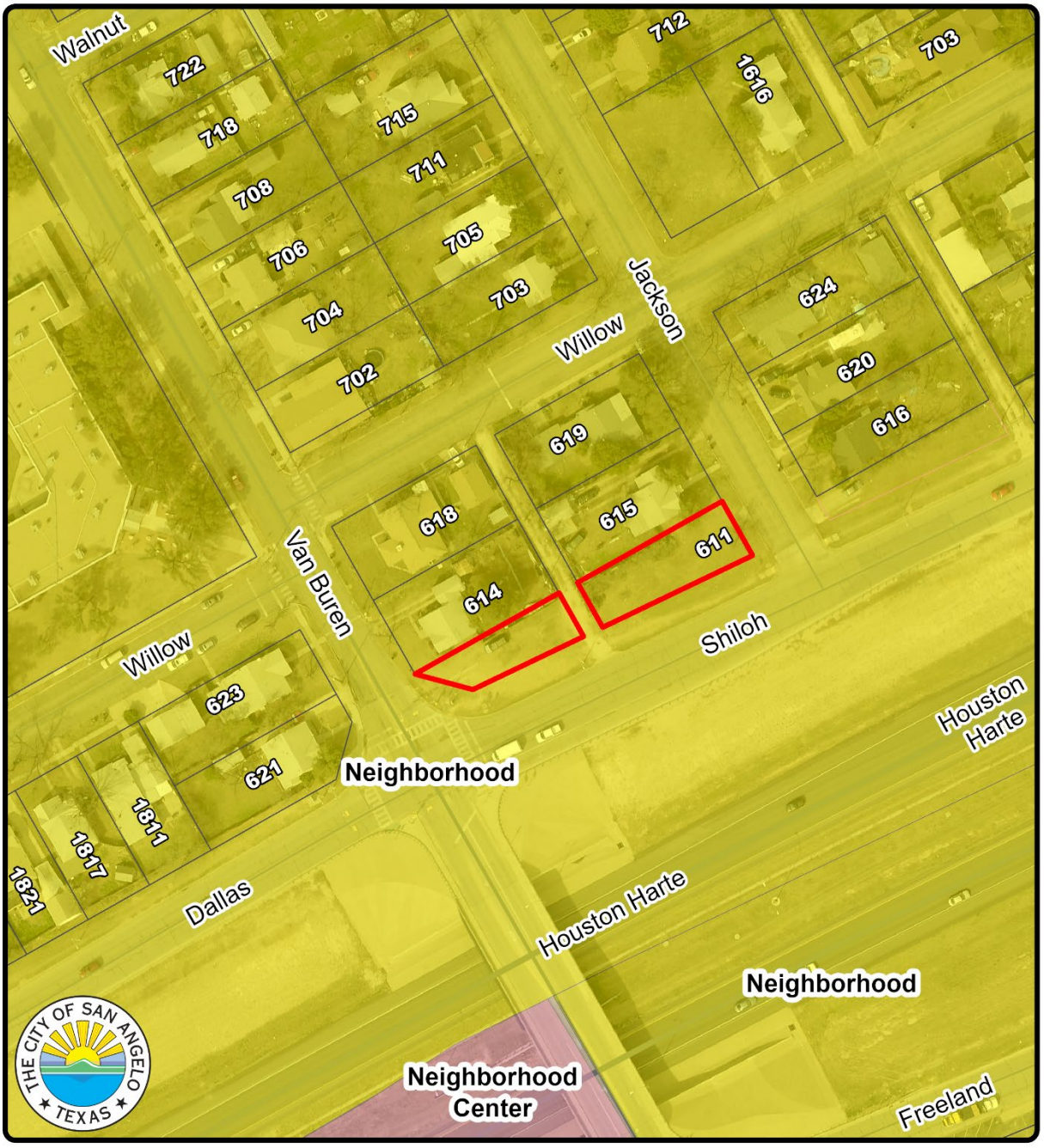


Zoning Map
Z25-20: Jackson and Van Buren
Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.010.01 0.02 0.03 0.04 Miles

Subject Property:

N



Vision Map
Z25-20: Jackson and Van Buren
Council District: #4 - Patrick Keely
Neighborhood: Central

Scale: 0 0.010.01 0.02 0.03 0.04 Miles

Subject Property:

N

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY .109 AND .075 ACRES LOCATED AT 611 N JACKSON AND 610 N VAN BUREN;** FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-20: 611 N Jackson & 610 N Van Buren

WHEREAS, on the 1st day of August, 2025, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Low Rise Multi-Family Residential (RM-1) Zoning District; and,

WHEREAS, on the 5th day of August, 2025, City Council held a public hearing on Z25-20, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1) ZONING DISTRICT:

The real property located at 611 N Jackson and 610 N Van Buren, described as .109 and .075 acres from Block 172, N PT of Lot 3 & 8, of Logan-Greer of Angelo Heights Subdivision within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit "A"** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **5th day of August, 2025,** and finally PASSED, APPROVED AND ADOPTED on this the **19th day of August, 2025.**

THE CITY OF SAN ANGELO

_____
Tom Thompson, Mayor

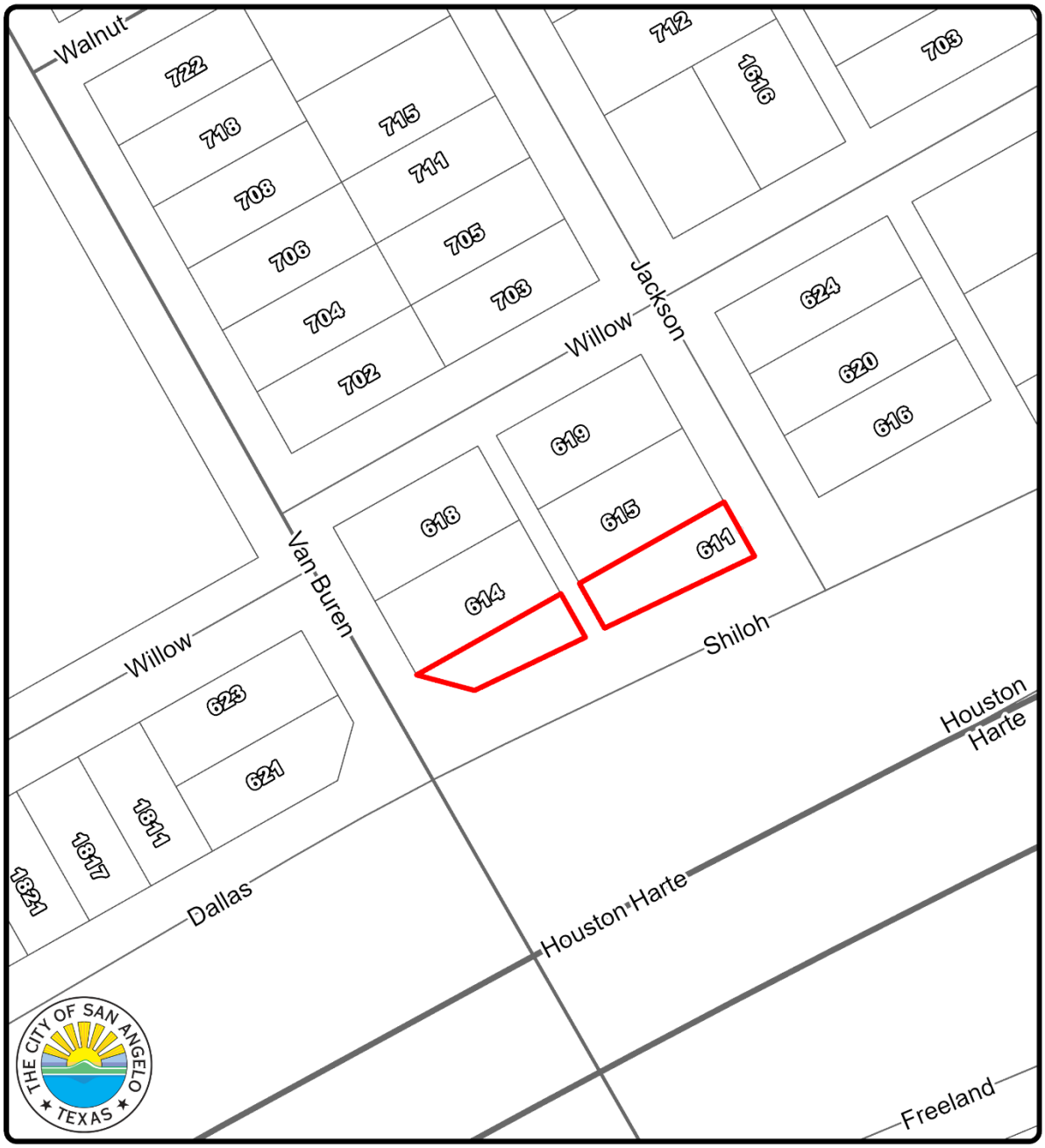
ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

Exhibit "A"



Ordinance Map
Z25-20: Jackson and Van Buren
Council District: #4 - Patrick Keely
Neighborhood: Central

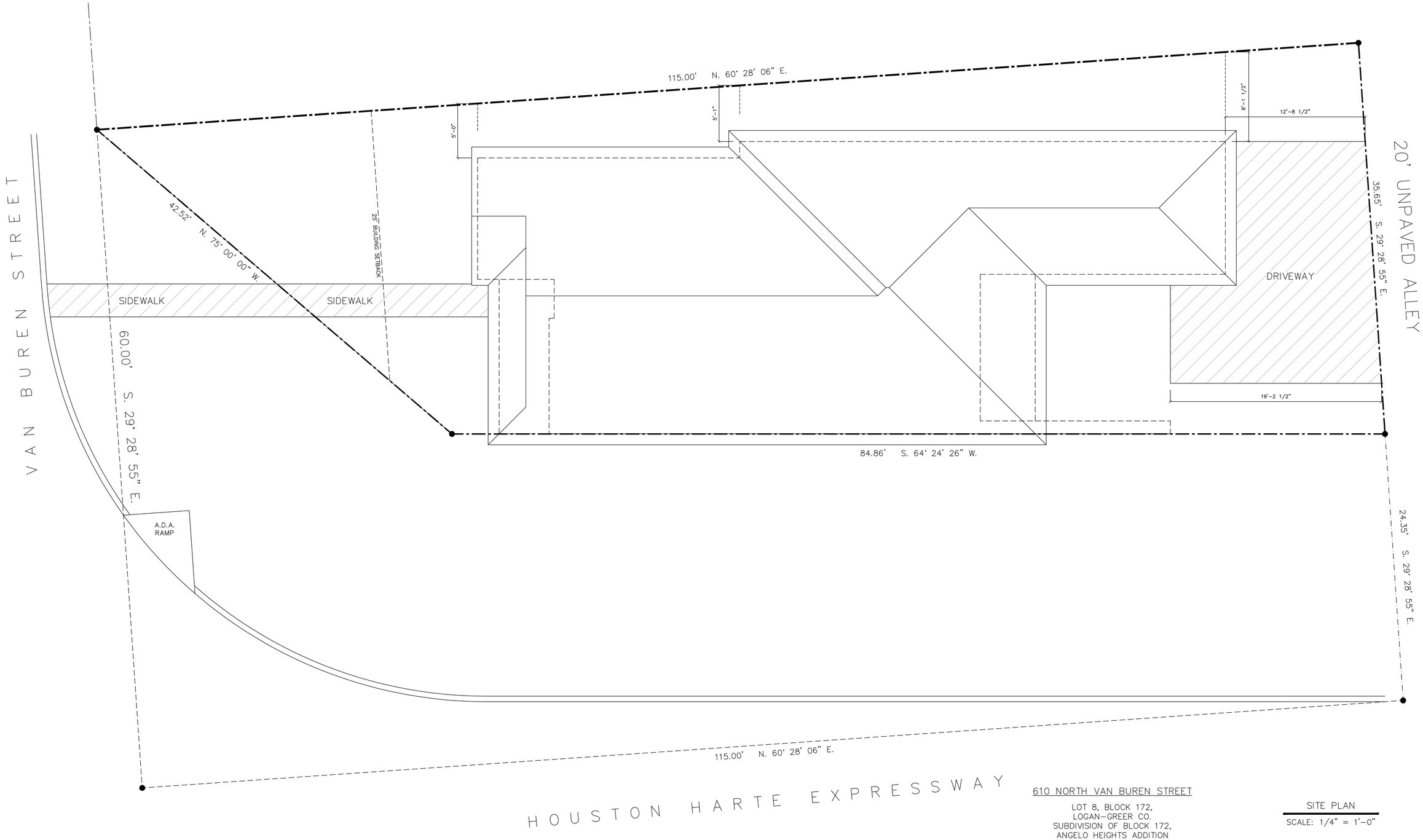
Scale: 0 0.010.01 0.02 0.03 0.04 Miles

Subject Property:

Existing Zoning: RS-1

Requested Zoning: RM-1

N



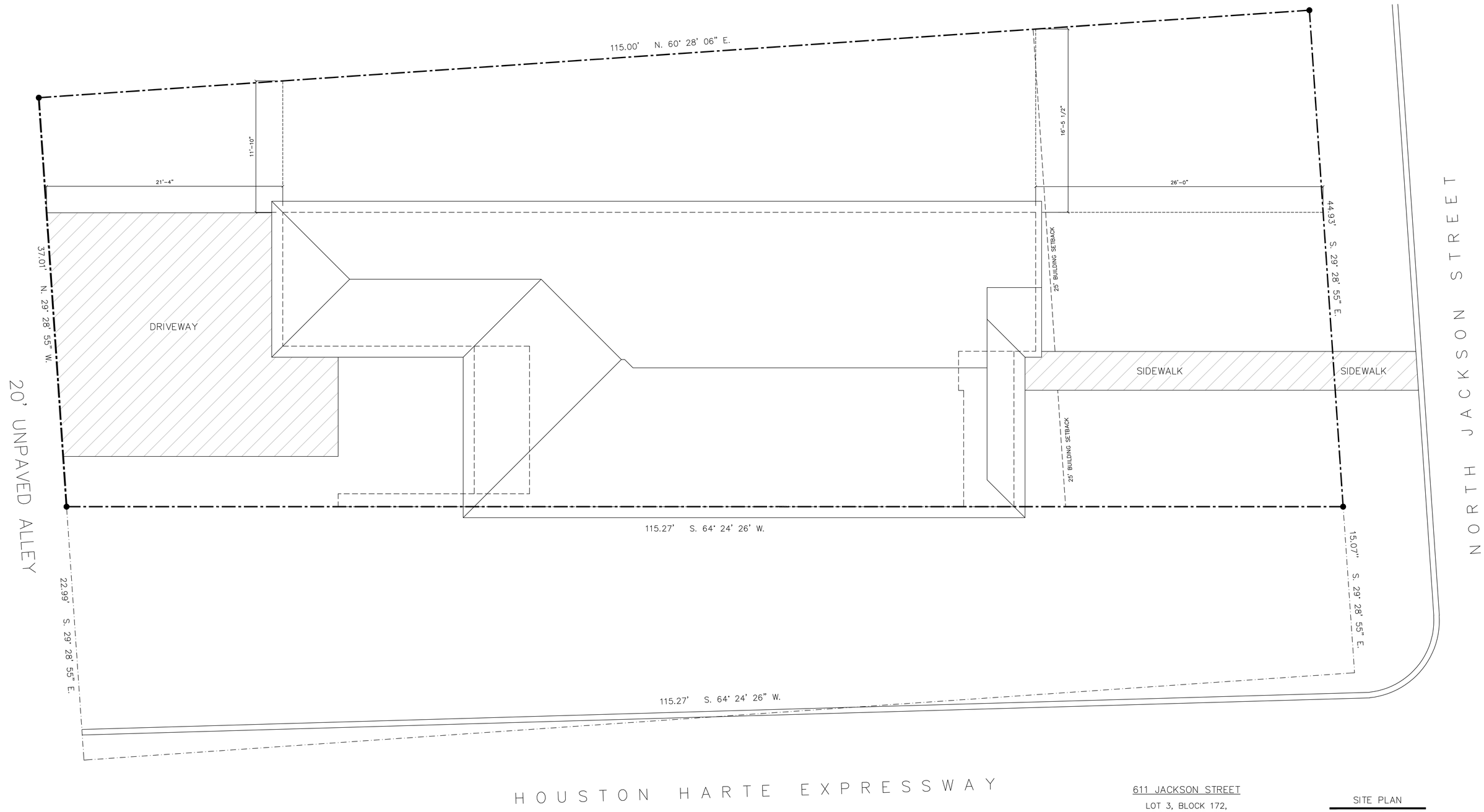
610 NORTH VAN BUREN STREET

LOT 8, BLOCK 172,
LOGAN–GREER CO.
SUBDIVISION OF BLOCK 172,
ANGELO HEIGHTS ADDITION
(DALLAS SUBDIVISION OF MILES ADDITION NO.2)
SAN ANGELO, TOM GREEN COUNTY, TEXAS

SITE PLAN

SCALE: 1/4" = 1'–0"

3,224 Sq. Ft. Total Lot Size



611 JACKSON STREET

LOT 3, BLOCK 172,
LOGAN–GREER CO.
SUBDIVISION OF BLOCK 172,
ANGELO HEIGHTS ADDITION
(DALLAS SUBDIVISION OF MILES ADDITION NO.2)
SAN ANGELO, TOM GREEN COUNTY, TEXAS

SITE PLAN

SCALE: 1/4" = 1'–0"

4,712 Sq. Ft. Total Lot Size