



## **City Council Agenda 10/21/2025**

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held October 21, 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 of October 23 to October 31, 2025, as Red Ribbon Week
- b. Proclamation of October 2025 as Community Planning Month
- c. Proclamation of October 2025, as Energy Efficiency Month

### **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 October 7, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving an Electric Distribution Service agreement in the amount of \$234,961.53 and corresponding utility access easement between AEP and the San Angelo Regional Airport, finding a public purpose in granting such easement, and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)
- c. Consider approving a fence encroachment agreement on property located at 719 S. David to allow a fence and backyard space encroaching 5 ft. into the ROW of W. Ave. D and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)
- d. Consider approving Change Order 1 with Basic IDIQ in the amount of \$162,060 for the 29th St. Sports Complex project, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- e. Consider approving a three-year software contract with Leads Online for Night Hawk and Real Time Crime Investigations system, for a total contract cost of \$120,439.71, with annual renewals in October beginning October 1, 2025, and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)
- f. Consider a resolution updating the standard detail "S-X-1 street end barricade (January 08)" to include slip wedge pole base, breakaway pole standards, and sign reference to TxDOT

OM4-3 coordinating subdivision installations to match citywide traffic sign hardware (Kevin Pate)

- g. Consider a resolution authorizing signatories for contractual documents, and documents requesting funds pertaining to the Community Development Block Grant, Mitigation and Local Hazard Mitigation Planning Program (Jose Rivera)
- h. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, for additional Water Lake Patrol funding and staffing levels for Police administration (Tina Dierschke)
- i. Second reading of an ordinance amending Chapter 2 “Administration and Personnel”, Article 2.07 “Boards, Committees and Commissions”, Division 1 “Generally”, Section 2.07.001 “Organization and Procedure”, by providing for alternate board members; providing for severability; and, providing for an effective date (Brandon Dyson)

## **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 approving the over 65 retiree coverage at the recommended premium and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Human Resources Director Veronica Sanchez)
- b. Discussion and direction on infrastructure assistance in new residential developments (Presentation made by Public Works Executive Director Shane Kelton)
- c. 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)
- d. First reading and public hearing of an ordinance for ROW25-06, a request to abandon an unimproved portion of street right-of-way measuring 60 ft. by 100 ft. south of the intersection of Montague Ave. and Koberlin St. (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 3129 Red Bluff Rd.
- b. Section 551.072 — Deliberations about real property regarding 7409 Knickerbocker Rd.
- c. Section 551.072 — Deliberations about real property regarding approximately 512 acres out of EJ Wortham Survey, Abstract – 3945; 534 acres out of TJ Smith Survey, Abstract – 5145; 545 acres out of JW Johnson Survey, Abstract 8134; and 3 acres out of JA Eggleston Survey, Abstract - 4984
- d. Section 551.072 — Deliberations about real property regarding approximately 3.179 acres out of FT Beaver Re-Subdivision of Block 49, Fort Concho Addition
- e. Section 551.087 — Business prospect negotiations regarding
  - 1. Project Hyperspace
  - 2. Project Gateway

**8. Follow Up and Administrative Issues**

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
  - Airport Advisory Board:** Mark Clark (SMD 3) to a third term and Sam Strahan (SMD 5) to a second term, both ending October 2027
  - Design & Historic Review Commission:** Donna Crisp (SMD 5) and Brooks Wehner (SMD 6) both to a second term ending September 2027
  - Public Art Commission:** Mark Stevenson (SMD 1) to a second term and Raul Ruiz (SMD 5) to a third term, both ending April 2027
  - Tax Increment Reinvestment Zone Board:** Carlos Rodriguez (SMD 5) 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 15th day of October 2025, at 5:42 p.m.

  
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](http://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](mailto: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

Substance use disorder is particularly damaging to one of our most valuable resources, our children, and are a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides.

It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs.

It is the goal of Red Ribbon Week and ADACCV to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use.

The Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs.

There are many activities planned during the Red Ribbon Week Campaign in Tom Green County

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim October 23 to October 31, 2025, as

## **RED RIBBON WEEK**

and call upon all citizens, parents, governmental agencies, public and private institutions, hospitals, schools and colleges in the city of San Angelo to support and increase community awareness and prevention efforts in our community.

**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 21<sup>st</sup> day of October 2025.

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**Tom Thompson**  
**Mayor of the City of San Angelo**

# Proclamation

Change is constant and affects all communities. Planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live. Community planning provides an opportunity for residents to be meaningfully involved in making choices that determine the future of their community. The full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning.

The month of October is designated as National Community Planning Month throughout the United States. The American Planning Association endorses this month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult questions.

This proclamation gives us the opportunity to publicly recognize the participation and dedication of public officials who have contributed their time and expertise to the improvement of the City of San Angelo, as well as the many valuable contributions made by the professional community and planners of the City of San Angelo.

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of City Council and in conjunction with the celebration of National Community Planning Month, hereby proclaim the month of October 2025 as

## **COMMUNITY PLANNING MONTH**

and encourage all citizens to recognize the importance of community planning in creating a livable, sustainable, and prosperous future for all in our community.

**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 21<sup>st</sup> day of October 2025.

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**Tom Thompson**  
**Mayor of the City of San Angelo**

# Proclamation

Born out of Lyndon B. Johnson's War on Poverty and the advocacy of Dr. Martin Luther King, Jr., Community Action Agencies fight for the promise that every individual and family should have an opportunity for success. Founded in 1966, Concho Valley Community Action Agency has a nearly six-decade history of providing assistance and promoting self-sufficiency for citizens of limited income.

CVCAA plays a vital role in supporting low-income families and underserved communities by advocating for policies and programs that improve living conditions and economic opportunities. Energy efficiency is a powerful tool in reducing energy costs, alleviating the burden on low-income households, and advancing social and economic equity.

October has been designated as Energy Efficiency Month, providing an opportunity to raise awareness about the benefits of energy efficiency and the positive impact it holds for low-income families and the entire community. Energy-efficient homes not only reduce energy bills but also contribute to cleaner air, healthier living environments, and enhanced economic stability for residents, particularly those facing financial hardships.

With a mission of helping people and changing lives, CVCAA has helped numerous households cut down their utility spending and made our region a better place to live, work, and play.

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

## **Energy-Efficiency Month**

in San Angelo, Texas and want to emphasize the importance of energy equity and sustainability for all. Together, we can work toward a brighter future for our great city.

**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 21<sup>st</sup> day of October 2025.

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**Tom Thompson**  
**Mayor of the City of San Angelo**

City of San Angelo, Texas  
Regular City Council Meeting  
Tuesday, October 07, 2025

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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, October 7, 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**

October 5-October 11, 2025, was proclaimed as Fire Prevention Week.

October 6, 2025, was proclaimed as World Habitat Day & Affordable Housing Day.

October 18, 2025, was proclaimed as Visual Art Capital of Texas Mural Festival Day.

United Way of the Concho Valley was recognized.

The James Phillips William Memorial Foundation & JPW Learning Center's 40<sup>th</sup> Anniversary was recognized.

**4. Public Comment**

Citizen Sylvia Martinez (SMD 3) expressed concern about cleanliness around the recreation center in her neighborhood, and street conditions on S. Oakes.

Citizen Tony Jones (SMD 5) spoke on the importance of housing affordability and making cost conscience purchases.

**5. Consent Agenda**

- a. Approval of the September 16, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Award of FS-02-25 Fleet Services Vehicles to multiple vendors in the amount of \$2,942,000 for the purchase of pickups, police vehicles, and cars, and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- c. Award of RFP OP-02-25 Disaster Debris Monitoring and Public Assistance to True North Emergency Management LLC and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- d. Approval of interlocal agreement for the City's continued membership in the West Texas Weather Modification Association, authorizing payment of an annual membership assessment of \$40,000,

ratifying the Association's bylaws, and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

- e. Adoption of a resolution accepting the Hickory Groundwater Supply System Expansion, Contract 2, Treatment Plant Improvements and Well Field Improvements Project under Texas Water Development Board Drinking Water State Revolving Fund Project Number 62856 (Shane Kelton) (Pg. 452, 2025-091)
- f. Approval and adoption of the following items:
  - 1. a Master Services Agreement under Omnia Contract #RS250203, with Flock Group Inc., in an amount not to exceed \$309,050 for purchase and implementation of license plate reader and drone first responder products and authorizing the City Manager to negotiate and execute all related documents; and
  - 2. a resolution approving a multiple use agreement with TXDOT for the placement of Flock cameras on state rights-of-ways within the corporate city limits of San Angelo, and authorizing the City Manager to negotiate and execute all related documents (Travis Griffith) (Pg. 453, 2025-092)
- g. Adoption of a resolution designating Amanda Weddle as the Local Rabies Control Authority in accordance with Sec. 826.017 of the Texas Health and Safety Code, Chapter 826 (Morgan Chegwidden) (Pg. 454, 2025-093)
- h. Adoption of an ordinance for 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. (Aaron Vannoy) (Pg. 455, 2025-094)
- i. Adoption of an ordinance for 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. (Aaron Vannoy) (Pg. 458, 2025-095)
- j. Adoption of an ordinance for 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 (Aaron Vannoy) (Pg. 461, 2025-096)

Motion: Council Member Keely made a motion, seconded by Council Member Hesse Smith, to approve the Consent Agenda as presented, with the exception of items 5b., 5d., and 5f. The motion carried unanimously (7) ayes to (0) nays with no public comment.

Motion: Council Member Keely made a motion, seconded by Council Member Hiebert, to approve item 5b. as presented by Fleet Services Manager Ryan Kramer. The motion carried unanimously (7) ayes to (0) nays with no public comment.

*Citizen Anna Bartosh (SMD 1) expressed concern about cloud seeding.*

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Self, to approve item 5d. as presented by Public Works Executive Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Hiebert made a motion, seconded by Council Member Hesse Smith, to approve item 5f. as presented by Police Chief Travis Griffith. The motion carried unanimously (7) ayes to (0) nays with no public comment.

## **6. Regular Agenda**

- a. Presentation of the Downtown San Angelo, Inc. biannual report (Presentation made by DSA Director Monica Ramos)

- b. Approval of a City-operated animal adoption program and adoption of a resolution authorizing amendment of the Schedule of Fees and Charges by adding animal adoption-related fees (Presentation made by Animal Services Manager Amanda Weddle) (Pg. 464, 2025-097)

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.

- c. Award of RFP HR-01-25 to Benefit Providers, authorizing staff to negotiate contracts, and authorizing the City Manager to execute all related documents for employee and retiree coverage (Presentation made by HUB International Senior Account Executive Julian Fontana and Human Resources Director Veronica Sanchez)

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.

- d. Approval of TIRZ Board recommendations of 2 projects totaling \$71,108.23 for incentives:  
1. 16 E. Concho Dr in the South TIRZ incentive zone  
2. 2319 N. Chadbourne in the North TIRZ incentive zone (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Thomas made a motion, seconded by Council Member Coffey, to approve Item d1. as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve Item d2. as presented. The motion carried unanimously (7) ayes to (0) nays with no public comment.

- e. Adoption of a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District (Presentation made by City Clerk Heather Stastny) (Pg. 467, 2025-098)

*Citizens Anna Bartosh (SMD 1) and Ginger Moore (SMD 1) asked Council to reconsider the nomination of the current candidates that serve on the Board of Directors of the TGCAD.*

Motion: Mayor Thompson made a motion, seconded by Council Member Hiebert, to nominate Bob Reeves and Louis Gomez. The motion carried (6) ayes to (1) nay with Council Member Keely casting the dissenting vote.

- f. Authorization an order continuing the Declaration of Disaster issued by the Mayor and extended by City Council related to the severe storm and flash flooding event that occurred on July 4, 2025 (Presentation made by City Attorney Brandon Dyson)

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

- g. First reading and public hearing of an ordinance amending Chapter 2 "Administration and Personnel", Article 2.07 "Boards, Committees and Commissions", Division 1 "Generally", Section 2.07.001 "Organization and Procedure", by providing for alternate board members; providing for severability; and, providing for an effective date (Presentation made by City Attorney Brandon Dyson)

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

- h. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, for additional Water Lake Patrol funding, staffing levels for Police administration, and civil service Police pay plan (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. The motion carried unanimously (7) ayes to (0) nays with no public comment.

## **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 the Requirement that Meetings be Open under the following sections:

- a. Section 551.087 - Business prospect negotiations regarding Project Rallypoint
- b. Section 551.071 - Consultation with attorney regarding Marc 3 Border Patrol hangar paving contract
- c. Section 551.074 - Personnel matters regarding the City Manager

## **8. Follow Up and Administrative Issues**

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

City Manager Daniel Valenzuela announced his retirement effective October 31, 2026, and expressed his appreciation to the City Council, City staff, and the citizens of San Angelo for their support during his 13 years of service.

- b. Approval of various Board nominations:  
**Animal Shelter Advisory Committee:** Amanda Weddle (SMD 6) to a first term

Motion: Council Member Thomas made a motion, seconded by Council Member Coffey, to approve the item as presented. The motion carried (6) ayes to (1) nay with Council Member Hesse Smith casting the dissenting vote. No public comment.

- c. Announcements and consideration of Future Agenda Items

## **9. Adjournment**

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

There being no further business, the meeting adjourned at 12:52 p.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.)

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Justin Fletcher, Airport Director, Airport

Meeting Date: October 21, 2025

Item type: Consent Item

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## **Caption:**

Consider approving an Electric Distribution Service agreement in the amount of \$234,961.53 and corresponding utility access easement between AEP and the San Angelo Regional Airport, finding a public purpose in granting such easement, and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)

## **Staff Recommendation:**

Approve

## **Summary/History:**

As part of the South Taxilane Construction at the airport, the City of San Angelo must provide an easement to AEP for the installation of underground electric utilities during construction. AEP currently has all required equipment and materials for the project. An easement agreement must be executed prior to construction and installation of the utilities. The utility portion of the south taxilane construction was bid as its own schedule, requiring a construction agreement between the City of San Angelo and AEP. AEP's utility installation will be done concurrent with Hoar Construction's project schedule and under the Construction Management Supervision of Woolpert/Jviation, the airport's project manager. The Utility installation is eligible for Federal Funding under AIP Grant 051 at a 95%/5% split with the FAA, with the City of San Angelo funding 5%.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                      |                                          |
|----|--------------------------------------|------------------------------------------|
| 1. | AEP - South Taxilane Access Easement | AEP - South Taxilane Access Easement.pdf |
|----|--------------------------------------|------------------------------------------|

## **Presentation:**

Justin Fletcher

**Approvals/Reviews:**

Justin Fletcher

Justin Fletcher

Brandon Dyson

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval

# AEP Texas

## Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

City of San Angelo  
Service: 9134 HANGER RD  
SAN ANGELO, TX

Mailing: 8618 Terminal Cir Ste 101  
San Angelo, TX 76904-4097

Contract #: DWMS00000636268

Work Request #: 86266763

Date: 10/6/2025

You, City of San Angelo (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Convert Overhead assets to underground assets to make way for new taxi way.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 234,961.53. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to Pull all underground wire and provide switch gears and transformer., and the Customer agrees to provide Provide all necessary trenching, piping, and upgrade existing customers meterbases from overhead to underground to AEP standards, and to be ready to take electric service on or before 10/06/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 1/4/2026 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company

By

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Hultmann



Engineer

10/6/2025

Please send signed agreement to:

American Electric Power

Attn: CIAC Admin San Angelo SC

930 W 19th

San Angelo, TX 76903

Company No:

119

Bill To:

City of San Angelo

8618 Terminal Cir Ste 101

San Angelo, TX 76904-4097

Contract No: DWMS00000636268

Date: 10/6/2025

## PRO FORMA

Customer No: 11315639

Purchase Order: 86266763

| Description                                                                 | Quantity | UOM | Init Amt   | Net Amount |
|-----------------------------------------------------------------------------|----------|-----|------------|------------|
| Convert Overhead assets to underground assets to make way for new taxi way. | 1.0      | EA  | 234,961.53 | 234,961.53 |

Amount Due: 234,961.53

### Agreement instructions:

**Step 1:** A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

**Step 2:** Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

**Step 3:** Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: October 21, 2025

Item type: Consent Item

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## **Caption:**

Consider approving a fence encroachment agreement on property located at 719 S. David to allow a fence and backyard space encroaching 5 ft. into the ROW of W. Ave. D and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)

## **Staff Recommendation:**

## **Summary/History:**

This request comes from the property owner to make a small residential backyard adjacent to W Ave D. The right of way in this area is wide, being approximately 20' from the back of the curb to the private property line at 719 S David. The request is a 5' encroachment for a fence to enclose the area for safety and noise as a backyard on the RS-2 zoned property.

City staff consulted Engineering Services and Operations to determine if there were any major concerns with this request.

Usually, City staff would be opposed. However, in this case, the encroachment is minimal, allowing for 15' of right of way along W. Ave D and does not impose line of site issues for vehicles exiting the alleyway onto W Ave. D or the local streets of S. David St. and Austin St. Engineering and Operations supports the minor encroachment; Planning supports the encroachment with the following conditions:

1. Contact 811 services before digging posts for a fence no higher than 8' tall.
2. Work with City Risk Management for agreement and liability items for the encroachment before construction begins.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

1. 718 S David St - encroachment

718 S David St - encroachment.pdf

**Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

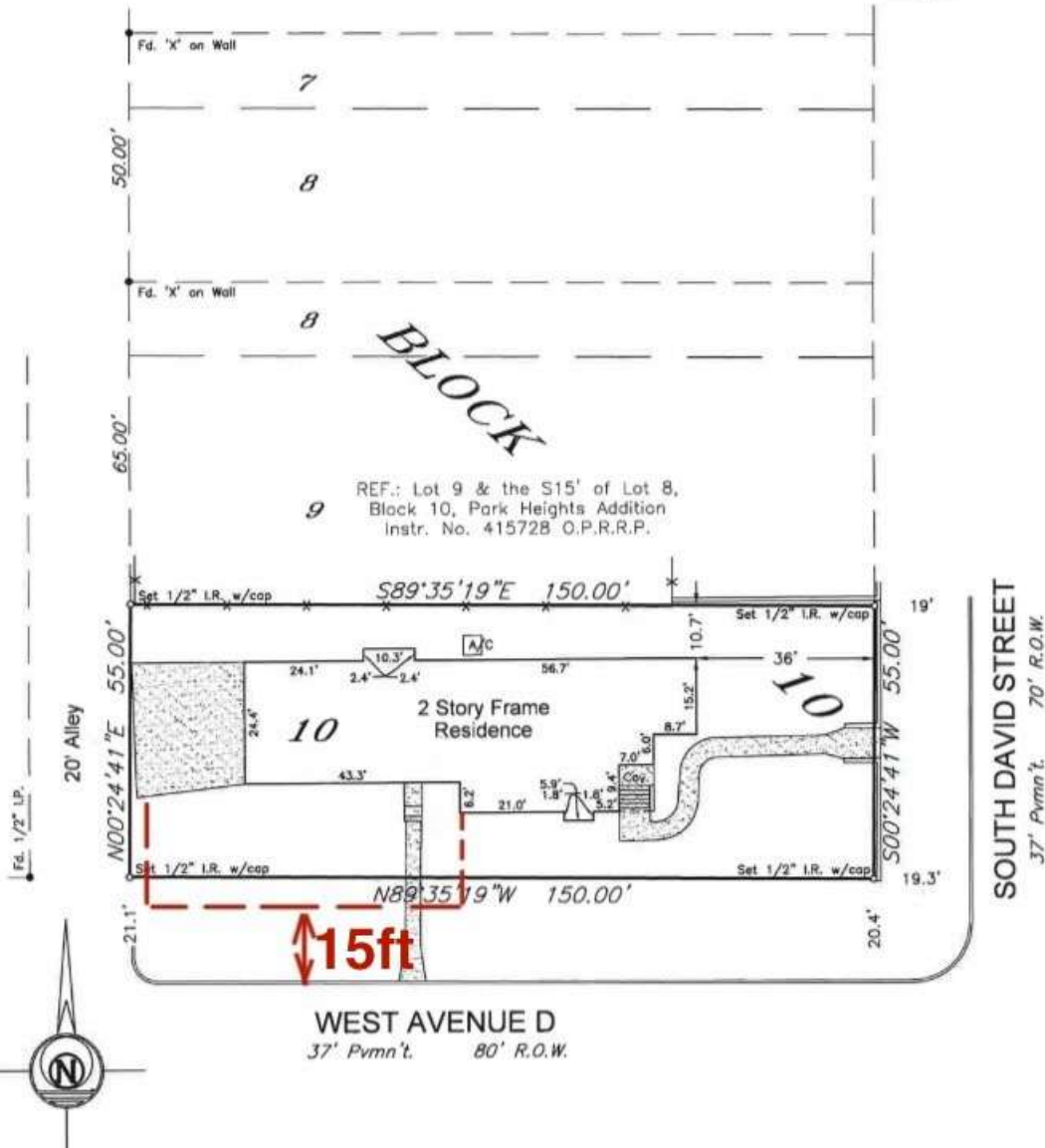
Final Approval

COPYRIGHT 2024

THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

0 15 30 60 120 FEET GRAPHIC SCALE

**SKG**  
ENGINEERING, LLC  
SURVEYING • ENVIRONMENTAL • LAB/CMT  
706 SOUTH ABE STREET SAN ANGELO, TEXAS 76903  
PHONE: 325.655.1288 FAX: 325.657.8189  
FIRM No.: 10102400  
www.skg.com



SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE PLAT OF RECORD.

719 SOUTH DAVID STREET

PLAT SHOWING A SURVEY OF LOT 10, BLOCK 10, PARK HEIGHTS ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 26, PAGE 360, DEED RECORDS OF TOM GREEN COUNTY, TEXAS.

This survey is prepared for the exclusive use and benefit of Jacob Balderas, the purchaser of this survey and for the specific transaction for which this survey is intended. Use of this survey cannot be transferred or assigned to a third party. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

This is to certify that this map or plat and the survey on which it is based were in accordance with the requirements set forth in the Professional Land Surveying Practices Act in effect as of the date of this survey.

Dated: November 7, 2024.

*Russell T. Gully*

RUSSELL T. GULLY  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Heather Stastny, City Clerk, Parks and Recreation

Meeting Date: October 21, 2025

Item type: Consent Item

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## **Caption:**

Consider approving Change Order 1 with Basic IDIQ in the amount of \$162,060 for the 29th St. Sports Complex project, and authorizing the City Manager to negotiate and execute all related documents (Carl White)

## **Staff Recommendation:**

Approve

## **Summary/History:**

As we near completion of improvements being made to the 29<sup>th</sup> Street sports complex, staff is recommending use of contingency funds (\$99,971.00) budgeted for the project and an additional \$62,089 to complete items that were not included within the base bid due to budget constraints.

The proposed changes include the addition of decomposed granite in high traffic areas to replace grass, installation of cable fencing along the front of the complex, rock retaining wall/fill to assist in maintenance, transition and safety, and the addition of an additional 2 inches of topsoil throughout most of the site. In addition to the 2 inches of topsoil already added within the existing contract, staff believes that this add will greatly enhance the Parks Department's ability to successfully retain grass in periods of drought.

Additionally, outside the construction contract, but included within this change, the Parks Department will be adding trees/tree irrigation, lighting, and establishing grass.

Since funding for this project originates from voter-designated ½ cent sales tax proceeds, staff is utilizing Fund 502 to supply the additional funding needed. Funds from this account are generated from revenue generated in Fund 502 from interest earnings, making this project eligible for their use.

## **Proposed Additions Performed by COSA Parks Department**

|                     |                  |
|---------------------|------------------|
| Tree                |                  |
| Planting/Irrigation | \$ 6,500         |
| Seed/Sod            |                  |
| Instillation        | \$ 6,500         |
| Lighting            | \$ 12,000        |
| <b>Total</b>        | <b>\$ 25,000</b> |

**Proposed Additions Performed by Contractor**

|                                           |                   |
|-------------------------------------------|-------------------|
| Decomposed Granite/Weed Barrier/Sprinkler | \$ 28,700         |
| Cable Fence                               | \$ 10,560         |
| Rock Retaining Wall/Fill                  | \$ 12,000         |
| Additional 2" Top Soil                    | \$ 85,800         |
| <b>Total</b>                              | <b>\$ 137,060</b> |

**Proposed Funding**

|                                         |           |
|-----------------------------------------|-----------|
| Project Contingency                     | \$ 99,971 |
| General Capital Project Fund (Fund 502) | \$ 62,089 |

**Funding Source(s):****Financial Impact:**

Project contingency funds and General Capital Project funds totaling \$162,060.00 are budgeted for the project.

**Other Information/Recommendation:****Attachments:****Presentation:**

Carl White

**Approvals/Reviews:**

|                   |                   |
|-------------------|-------------------|
| Heather Stastny   | Created/Initiated |
| Jeffrey Tomlinson | Approved          |
| Jonathan Flores   | Approved          |
| Carl White        | Approved          |
| Tina Dierschke    | Approved          |
| Brandon Dyson     | Approved          |
| Heather Stastny   | Final Approval    |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: October 21, 2025

Item type: Consent Item

---

## **Caption:**

Consider approving a three-year software contract with Leads Online for Night Hawk and Real Time Crime Investigations system, for a total contract cost of \$120,439.71, with annual renewals in October beginning October 1, 2025, and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Previously, the department subscribed to CellHawk, a lesser product, from Leads Online. NightHawk and Real Time Crime Investigations System are upgrades to the Cell Hawk product. CellHawk focuses specifically on analyzing and visualizing Call Detail Records (CDRs) and other digital location evidence, offering a streamlined way to find leads in cellular data and present them clearly to court. Nighthawk is a cloud-based platform designed to fuse and visualize a wider range of digital evidence, including CDRs, extractions, and social media data, to help investigators discover trends and develop critical insights faster. The Real Time Crime System (RTC) identifies patterns among related cases and suspects; identifies possible associates; identifies relevant leads and intel based on proximity to the case; returns leads and intel for violent crimes, property crimes; discovers connections from other agencies across the country.

## **Funding Source(s):**

## **Financial Impact:**

This upgraded software is included in the Police budget. No additional funding is required.

## **Other Information/Recommendation:**

## **Attachments:**

- |                                                                          |                                                                            |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1. Sole Source Affidavit_Leads Online                                    | Sole Source Affidavit_Leads Online.pdf                                     |
| 2. LeadsOnline Subscription Services                                     | LeadsOnline Subscription Services.docx                                     |
| 3. Leads Order Form for San Angelo TX PD (1156) (68e52e64bc) (version 1) | Leads Order Form for San Angelo TX PD (1156) (68e52e64bc) (version 1).docx |

**Presentation:**

Craig Thomason

**Approvals/Reviews:**

Gail Smith

Travis Griffith

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

# SOLE SOURCE AFFIDAVIT

CITY OF SAN ANGELO, TEXAS  
PURCHASING DIVISION



Submit to [sapurch@cosatx.us](mailto:sapurch@cosatx.us)

## Statement

|                                                                               |                                 |
|-------------------------------------------------------------------------------|---------------------------------|
| Company<br>LeadsOnline, LLC                                                   | Date (MM/DD/YYYY)<br>10/08/2025 |
| Contact Person<br>Rebecca Foerman                                             | Phone<br>(800) 311-2656         |
| Address (address/city/state/zip)<br>6900 Dallas Pkwy Ste 825, Plano, TX 75024 |                                 |

Before me, the undersigned official, on this day, appeared, Ashley Sacridier, a person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath depose and said:

1. My name is Ashley Sacridier; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: LeadsOnline, LLC
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below:  
Real Time Crime / LeadSuite / NightHawk Investigations Platforms
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:
  - ☒ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
  - ☐ A film, manuscript, or book;
  - ☐ A captive replacement part or component for equipment.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**

Signature of Authorized Official

SVP, North America Sales

Title of Authorized Official

## Notary

|                                                                                             |                                           |
|---------------------------------------------------------------------------------------------|-------------------------------------------|
| SUBSCRIBED AND SWORN to before me on this <u>8th</u> day of <u>October</u> , 20 <u>25</u> . |                                           |
|                                                                                             | Notary Public Signature<br>               |
|                                                                                             | Print Name<br>Shawna Evans                |
|                                                                                             | My Commission Expires<br>October 10, 2028 |

For Purchasing  
Use Only

☐ The City approves this form effective for one (1) year.  
Expires \_\_\_\_\_

Initials \_\_\_\_\_

## SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), San Angelo, Texas (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

### 1. SERVICE

- a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

### 2. USE OF SERVICE

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical

documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

- f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at [leadsonline.com/customer-support](https://leadsonline.com/customer-support).

### 3. WARRANTY DISCLAIMER

---

- a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

### 4. PAYMENT

---

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

### 5. MUTUAL CONFIDENTIALITY

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- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently

developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

## 6. INFORMATION SECURITY

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- a. Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
- i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
  - ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:
    - Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
    - Submitted to and successfully passed state of residency and national fingerprint-based record checks.
  - iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
  - iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
  - v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
  - vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
  - vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
  - viii. Purge any Customer Property upon Customer's written request.

## 7. INSURANCE

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- a. Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.
- b. Additional Insured.** For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

## 8. PROPERTY

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- a. Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or

otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

- c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

## 9. TERM & TERMINATION

- a. **Term.** This Agreement continues until the 30<sup>th</sup> day after all Order Forms have expired or earlier terminated as provided below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.
- f. **Return of Customer Property:**
- Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
  - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

## 10. LIABILITY LIMIT

- a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**
- b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

## 11. GOVERNING LAW & FORUM

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- a. Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.
- b. All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

## 12. OTHER TERMS

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- a. Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.
- b. No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.
- g. No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.
- h. Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.
- i. Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- j. Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

< < < SIGNATURE PAGE TO FOLLOW > > >

### 13. SIGNATURES

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

| LEADSONLINE, LLC<br>(LEADSONLINE)                                       |
|-------------------------------------------------------------------------|
| Signature:                                                              |
| Printed Name: Alexander Finley                                          |
| Title: CEO                                                              |
| Date:                                                                   |
| Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States |

| SAN ANGELO, TEXAS<br>(CUSTOMER)                                             |
|-----------------------------------------------------------------------------|
| Signature:                                                                  |
| Printed Name:                                                               |
| Title:                                                                      |
| Date:                                                                       |
| Address: 401 East Beauregard Avenue, San Angelo, Texas 76903, United States |

# LEADSONLINE REAL TIME CRIME INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM NO. Q-06065 | AGENCY ID: 1156

## CUSTOMER:

SAN ANGELO, TEXAS

## UNIT:

POLICE DEPARTMENT

## 1. SERVICE

- a. **Service.** LeadsOnline Real Time Crime Investigations System Subscription for Law Enforcement Agency users (**Service**).
- b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

## 2. PURPOSE

- a. **Law Enforcement Use.** Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

## 3. DEFINITIONS

- a. **Audit Records** means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.
- b. **Deconfliction Data** means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.
- c. **Law Enforcement Official** means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.
- d. **Reporting Business** means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- e. **Repository Data** means data and any other information LeadsOnline has received from entities other than the Customer.
- f. **Transaction Data** means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- g. **Analysis Files** means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

## 4. SERVICE RECIPIENT AND ELIGIBLE USERS

- a. **Service Recipient.** An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login (**Eligible Users**).
  - i. Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
  - ii. During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

## 5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

- a. Order Term.** This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.
- b. Payment Terms.** Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

| START DATE      | END DATE           | RATE        | QTY | TOTAL DUE          |
|-----------------|--------------------|-------------|-----|--------------------|
| October 1, 2025 | September 30, 2026 | \$27,205.00 | 1   | <b>\$25,300.65</b> |
| October 1, 2026 | September 30, 2027 | \$28,021.15 | 1   | <b>\$26,059.67</b> |
| October 1, 2027 | September 30, 2028 | \$28,861.78 | 1   | <b>\$26,841.46</b> |

- c. Renewals.** Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.
- d. Applicable Taxes.** Fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

## 6. FEATURES

| CAPABILITY                                        | REAL TIME CRIME KEY FEATURES AND CHARACTERISTICS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Real Time Crime (RTC) Investigation System</b> | <p><b>RTC</b> enables Customer to transmit Customer Files directly into LeadsOnline for continuous automated search for relevant information.</p> <p><b>RTC</b> finds relevant information in persons crime cases, property crime cases and missing persons reports even before an investigator is assigned to the case. <b>RTC</b> will continue running the case after prior leads have been exhausted.</p> <p><b>RTC</b> provides reciprocal Deconfliction Data with available law enforcement contact information when case information matches relevant information from another case from another agency. Notifications are routed to the appropriate investigator and/or unit according to Customer's system of assigning responsibility to Officers, Precincts, Districts, Beats, Units, Teams based on location, offense types, case status and other factors.</p> <p>Customer may enable its patrol officers to be notified as relevant information from their reports becomes available.</p> <p>Sealed or expunged Cases may be designated by Customer's File Administrator to be excluded from <b>RTC</b>, or to be purged from <b>RTC</b> immediately at any time.</p> <p>Access to raw Customer Files is limited to Customer's designated File Administrators.</p> |
| <b>Customer File Administration</b>               | <p>Customer will designate one or more File Administrators, typically a knowledgeable employee in a crime analysis or information technology role authorized and able to access and generate Customer Files containing necessary case information via ODBC, SQL and/or other tools.</p> <p>LeadsOnline will provide Customer's <b>RTC</b> File Administrators with access to LeadsOnline's <b>RTC</b> File Administration System to submit information to a secure folder, receive reports and error messages, review the completeness and quality of case information.</p> <p>LeadsOnline technical personnel will assist File Administrators in identifying report fields needed, mapping report fields to the <b>RTC</b> system, translating unique abbreviations and codes to NIBRS values, automating the daily file transfer process, training Administrators to use the File Admin Portal periodically to maintain file quality.</p> <p>LeadsOnline will depend on Customer to provide parameters for notifying the appropriate investigator and/or unit according to Customer's system of assigning responsibility to Officers, Precincts, Districts, Beats, Units, Teams based on location, offense types, case status and other factors.</p>                           |

|                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     | LeadsOnline will depend on Customer to provide contact information for user accounts so that Eligible Users may receive notifications from <b>RTC</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Unlimited Nationwide Search</b>                  | Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions.<br>Unlimited accounts/searches for your personnel working your cases.<br>Continuous saved searches alert investigators to persons or property.<br>Results include images of property, sellers, vehicles, thumbprints, etc. as reported.<br>Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date.<br>Possible associates report to identify other leads in cases.<br>Advanced property identification to overcome incomplete descriptions and missing information.<br>Daily Stats (hits and statistics for each user). |
| <b>Nationwide Inter-agency Deconfliction System</b> | Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when Eligible Users match on persons, property, devices, vehicles, and other entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Phone Forensic Extraction Search</b>             | Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find and identify activity of suspects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>NCIC Stolen Property Notification</b>            | Automated alerts on property including guns, articles and vehicles from your cases found within and outside your jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Person / Property Notification</b>               | Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Compliance Management</b>                        | Free online reporting system for all pawn/secondhand stores and scrap metal recyclers.<br>Easy reporting for businesses.<br>Compatible with point-of-sale systems.<br>Property hold management system.<br>Message Inbox for alerts and communication to and from businesses in your jurisdiction.<br>Unlimited technical support for reporting businesses.                                                                                                                                                                                                                                                                                                             |
| <b>OfferUp &amp; eBay Marketplace Access</b>        | Identify persons in your cases when evidence is found in online listings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Unlimited Support</b>                            | Updates, training and support for agency personnel and businesses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>CompStat Mapping System</b>                      | Visualize suspect activity within and outside your jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>LeadsOnline Toolbox</b>                          | Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Citizen Property Inventory System</b>            | Community engagement for improved reporting of property crimes via LeadsOnline ReportIt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## 7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

- Registration.** Eligible Users register for a user account at [www.leadsonline.com](http://www.leadsonline.com); Customer may provide lists of Eligible Users for expedited processing.
- Training.** LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.
- Support.** Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or [support@leadsonline.com](mailto:support@leadsonline.com).

## 8. MISCELLANEOUS

- This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated **(Agreement)**. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations,

agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

## 9. SIGNATURES

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

| LEADSONLINE, LLC<br>(LEADSONLINE)                                |
|------------------------------------------------------------------|
| Signature:                                                       |
| Printed Name: Alexander Finley                                   |
| Title: CEO                                                       |
| Date:                                                            |
| Address: 6900 Dallas Parkway, Suite 825, Plano, Texas 75024-4200 |

| SAN ANGELO, TEXAS<br>(CUSTOMER)                                                |
|--------------------------------------------------------------------------------|
| Signature:                                                                     |
| Printed Name:                                                                  |
| Title:                                                                         |
| Date:                                                                          |
| Address: 401 East Beauregard Avenue, San Angelo, Texas 76903,<br>United States |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: October 21, 2025

Item type: Consent Item

---

## **Caption:**

Consider a resolution updating the standard detail "S-X-1 street end barricade (January 08)" to include slip wedge pole base, breakaway pole standards, and sign reference to TxDOT OM4-3 coordinating subdivision installations to match citywide traffic sign hardware (Kevin Pate)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Engineering Department proposed update to the street end barricade standard detail S-X-1 to replace the current specification from 2008.

## **Funding Source(s):**

## **Financial Impact:**

No fiscal impact

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                    |                                                         |
|----|----------------------------------------------------|---------------------------------------------------------|
| 1. | S-X-1 Revised                                      | S-X-1 Revised.pdf                                       |
| 2. | Resolution to Revise Street Barricade Detail S-X-1 | Resolution to Revise Street Barricade Detail S-X-1.docx |

## **Presentation:**

Kevin Pate

## **Approvals/Reviews:**

Charles Michalewicz  
Kevin Pate  
Shane Kelton

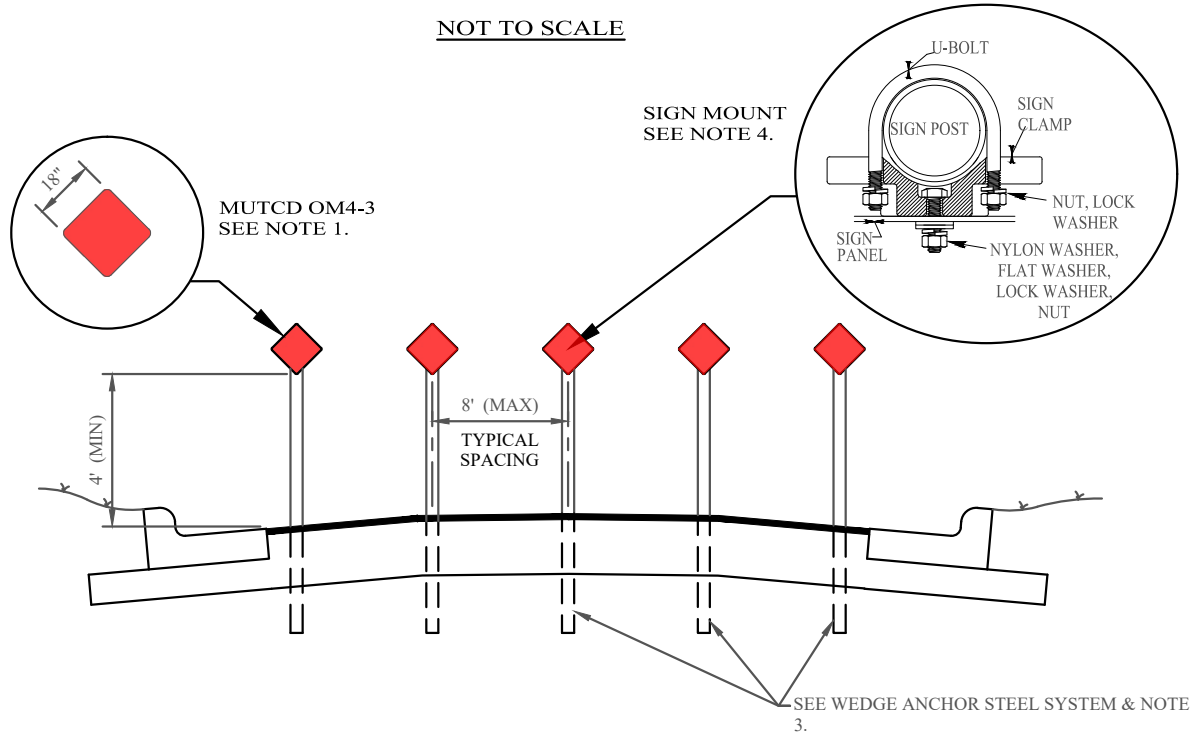
Created/Initiated  
Approved  
Approved

Brandon Dyson  
Heather Stastny

Approved  
Final Approval

# STREET END BARRICADES

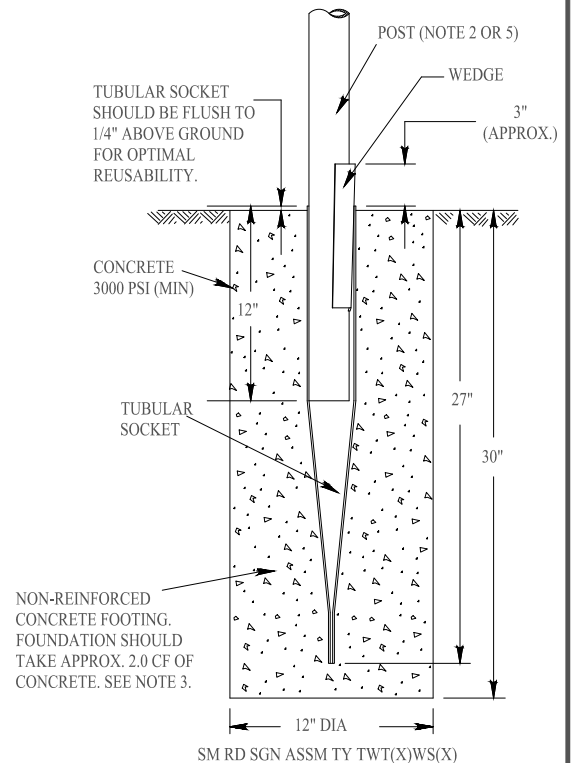
NOT TO SCALE



## NOTE:

- REFLECTOR UNITS MUST BE CAPABLE OF CLEARLY REFLECTING LIGHT UNDER NORMAL ATMOSPHERIC CONDITION FROM A DISTANCE OF 1000 FEET WHEN ILLUMINATED BY THE UPPER BEAM OF STANDARD AUTOMOBILE LIGHTS. 18" DIAMOND REFLECTORIZED RED PANEL, A MINIMUM OF 4' ABOVE THE GROUND SHALL BE USED FOR END OF ROAD MARKERS. REFER TO TMUTCD SIGN INDEX 10-2 OR SHSD (STANDARD HIGHWAY SIGN DESIGN) 10-4.
- MATERIAL USED AS POST WITH THIS SYSTEM SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
  - 13 BWG TUBING (~2.375" OUTSIDE DIAMETER) (TWT).
  - 0.095" NOMINAL WALL THICKNESS.
  - SEAMLESS OR ELECTRIC-RESISTANCE WELDED STEEL TUBING.
  - STEEL SHALL BE HSLAS GR 55 PER ASTM A1011.
  - OTHER STEELS MAY BE USED IF THEY MEET THE FOLLOWING:
    - 55,000 PSI MINIMUM YIELD STRENGTH.
    - 70,000 PSI MINIMUM TENSILE STRENGTH.
    - 18% MINIMUM ELONGATION IN 2".
  - GALVANIZATION PER ASTM 123 OR ASTM A653 G210. FOR PRECOATED STEEL TUBING (ASTM A653).
- MINIMUM FOUNDATION DEPTH OF 30". IF SOLID ROCK IS ENCOUNTERED, THE SOCKET/STUB MAY BE REDUCED IN LENGTH AS REQUIRED TO A MINIMUM LENGTH OF 18". ALLOW A MINIMUM OF 4 DAYS FOR CONCRETE (MIN 3000 PSI) TO SET.
- BOLTS USED TO MOUNT SIGN PANELS TO THE CLAMP ARE 5/16-18 UNC GALVANIZED SQUARE HEAD WITH NUT, NYLON WASHER, FLAT WASHER, AND LOCK WASHER. THE BOLT LENGTH IS 1 INCH FOR ALUMINUM.
- A DEAD-END STREET INTENDED FOR FUTURE EXTENSION AS PART OF A PHASED DEVELOPMENT MAY SUBSTITUTE 4x4 TREATED WOOD POSTS SET 36" IN SOIL AS A TEMPORARY STREET END BARRICADE.

## WEDGE ANCHOR STEEL SYSTEM



PRELIMINARY FOR  
PRESENTATION USE ONLY

CITY OF SAN ANGELO

STREET END BARRICADE

JANUARY 2008 - REV AUGUST 2025

S-X-1

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SAN ANGELO, TEXAS TO APPROVE REVISIONS TO  
THE STREET END BARRICADE DETAIL (S-X-1)**

**WHEREAS**, Chapter 12, Exhibit C, Chapter 10, Section III(B)(3) of the San Angelo Code of Ordinances requires that methods, materials and specifications (including graphic specifications) for improving public streets, alleys and drainage facilities within the City of San Angelo and its extraterritorial jurisdiction become effective upon ratification of a resolution by City Council (the “Specifications”); and

**WHEREAS**, the Specifications related to the existing Street End Barricade Detail (S-X-1) require updates to include slip wedge pole base, breakaway pole standards, and sign reference to TxDOT OM4-3 coordinating subdivision installations to match citywide traffic sign hardware; and

**WHEREAS**, the revised Street End Barricade Detail (S-X-1) has been presented to the Development Task Force for review, with comments being incorporated therein; and

**WHEREAS**, City staff recommends that City Council adopt the revised Street End Barricade Detail (S-X-1) attached hereto.

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

That the Specifications related to the existing Street End Barricade Detail (S-X-1) be revised and replaced with that shown on **Exhibit “A”** attached hereto.

**ADOPTED** on this the 21<sup>st</sup> day of October, 2025.

**ATTEST:**

**CITY OF SAN ANGELO**

\_\_\_\_\_  
Heather Stastny, City Clerk

\_\_\_\_\_  
Tom Thompson, Mayor

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Kevin Pate, City Engineer

\_\_\_\_\_  
Brandon Dyson, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Jennifer Bellemare, Administrative Office Coordinator , Emergency Management

Meeting Date: October 21, 2025

Item type: Consent Item

---

## **Caption:**

Consider a resolution authorizing signatories for contractual documents, and documents requesting funds pertaining to the Community Development Block Grant, Mitigation and Local Hazard Mitigation Planning Program (Jose Rivera)

## **Staff Recommendation:**

Approve

## **Summary/History:**

On August 5th, 2025, the City Council approved the Community Development Block Grant - Mitigation (CDBG - MIT) Local Hazard Mitigation Plan Program (LHMPP) award supporting the development and adoption of a FEMA-approved Hazard Mitigation Plan. As part of the reimbursement process, the Texas General Land Office requires local governing bodies to approve and designate via resolution, the positions responsible for signing reimbursement and contractual documents. This resolution approves and designates the roles of Emergency Management Coordinator and Fire Chief as the signatory authorities, expediting the submission of documents related to the LHMPP, since these positions provide direct oversight of this project.

## **Funding Source(s):**

## **Financial Impact:**

There are no fiscal impacts in the approval of this resolution.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                    |                                         |
|----|------------------------------------|-----------------------------------------|
| 1. | Resolution Authorizing Signatories | Resolution Authorizing Signatories.docx |
| 2. | SanAngelo-F248-LHMPP_SIGNAT (002)  | SanAngelo-F248-LHMPP_SIGNAT (002).xlsx  |

## **Presentation:**

Jose Rivera

## **Approvals/Reviews:**

Jennifer Bellemare  
Jose Rivera  
Patrick Brody  
Brandon Dyson  
Heather Stastny

Created/Initiated  
Approved  
Approved  
Approved  
Final Approval

## **RESOLUTION AUTHORIZING SIGNATORIES**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) LOCAL HAZARD MITIGATION PLANNING PROGRAM (LHMPP) CONTRACT NUMBER 22-130-087-F248.**

**WHEREAS**, the City of San Angelo has received a Community Development Block Grant – Mitigation Local Hazard Mitigation Planning Program (LHMPP) award to support the development and adoption of a FEMA-approved Local Hazard Mitigation Plan; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

**WHEREAS**, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

**WHEREAS**, the City of San Angelo acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) they must provide CDBG-MIT with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT Depository/ Authorized Signatories Designation Form.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO, TEXAS, AS FOLLOWS:**

SECTION 1: The Emergency Management Coordinator and Fire Chief are authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant – Mitigation (CDBG-MIT) Local Hazard Mitigation Planning Program (LHMPP).

SECTION 2: The Emergency Management Coordinator and Fire Chief are authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the Community Development Block Grant – Mitigation (CDBG-MIT) Local Hazard Mitigation Planning Program (LHMPP).

SECTION 3: That this resolution shall remain in effect until amended, revoked, or superseded by a subsequent resolution of this body.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS ON \_\_\_\_\_, 2025.**

ATTEST:

---

Tom Thompson, Mayor

---

Heather Stastny, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

---

Jose Rivera, Emergency Management  
Coordinator

---

Brandon Dyson, City Attorney



## COMMUNITY DEVELOPMENT & REVITALIZATION

### The Texas General Land Office

#### Depository/Authorized Signatories Designation Form

|               |                    |                  |                 |
|---------------|--------------------|------------------|-----------------|
| Subrecipient: | City of San Angelo | Contract Number: | 22-130-087-F248 |
|---------------|--------------------|------------------|-----------------|

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

|                                  |               |
|----------------------------------|---------------|
| JOSE RIVERA                      | PATRICK BRODY |
| Name                             | Name          |
| EMERGENCY MANAGEMENT COORDINATOR | FIRE CHIEF    |
| Title                            | Title         |
|                                  |               |
| Signature                        | Signature     |
|                                  |               |
| Name                             | Name          |
|                                  |               |
| Title                            | Title         |
|                                  |               |
| Signature                        | Signature     |

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

|                             |             |
|-----------------------------|-------------|
| FIRST FINANCIAL BANK        |             |
| Name of Lending Institution |             |
| 222 S. KOENIGHEIM ST.       |             |
| Address                     |             |
| SAN ANGELO, TX 76903        |             |
| City, State, Zip Code       |             |
| Fund Account Number:        | 63000315570 |

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

|                                  |               |
|----------------------------------|---------------|
| JOSE RIVERA                      | PATRICK BRODY |
| Name                             | Name          |
| EMERGENCY MANAGEMENT COORDINATOR | FIRE CHIEF    |
| Title                            | Title         |
|                                  |               |
| Signature                        | Signature     |

## COMMUNITY DEVELOPMENT & REVITALIZATION

### The Texas General Land Office

#### *Depository/Authorized Signatories Designation Form*

|                                  |               |
|----------------------------------|---------------|
| JOSE RIVERA                      | PATRICK BRODY |
| Name                             | Name          |
| EMERGENCY MANAGEMENT COORDINATOR | FIRE CHIEF    |
| Title                            | Title         |
|                                  |               |
| Signature                        | Signature     |

---

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

# Memo

**To:** Tina Dierschke, Finance Director

**From:**

**Date:**

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Source of Funding:

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

| Project/Budget to be amended | Revenue | Expense |
|------------------------------|---------|---------|
|                              |         |         |
|                              |         |         |
|                              |         |         |
|                              |         |         |
|                              |         |         |
|                              |         |         |
|                              |         |         |
|                              |         |         |

Additional Comments:

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, FOR ADDITIONAL WATER LAKE PATROL FUNDING AND STAFFING LEVELS TO POLICE DEPARTMENT ADMINISTRATION.**

**WHEREAS**, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, staffing changes, and agreements, 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 2025-2026 be amended by the amounts contained in **Exhibit "A"** and the classification plan for authorized positions be amended by the staffing levels contained in **Exhibit "B"**.

**INTRODUCED with public hearing on the 7<sup>th</sup> day of October 2025, and finally PASSED on this 21<sup>st</sup> day of October 2025.**

**ATTEST:**

**THE CITY OF SAN ANGELO, TEXAS:**

\_\_\_\_\_  
Heather Stastny, City Clerk

\_\_\_\_\_  
Tom Thompson, Mayor

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tina Dierschke, Finance Director

\_\_\_\_\_  
Brandon Dyson, City Attorney

**Exhibit A**

**City of San Angelo  
Proposed Budget Amendment**

| <b>Fund</b>  | <b>Total Revenue<br/>Amendment</b> | <b>Total Expense<br/>Amendment</b> | <b>Net Benefit/(Cost)</b> |
|--------------|------------------------------------|------------------------------------|---------------------------|
| Water Fund   | -                                  | 100,000                            | (100,000)                 |
| General Fund | 100,000                            | 100,000                            | -                         |
|              | <b>\$ 100,000</b>                  | <b>\$ 200,000</b>                  | <b>\$ (100,000)</b>       |

**City of San Angelo**

**Proposed Budget Amendment  
Additional Information**

| <b>Project/Need</b>                    | <b>Source of Funding</b> | <b>Revenue</b>    | <b>Expense</b>    | <b>Net Benefit/(Cost)</b> |
|----------------------------------------|--------------------------|-------------------|-------------------|---------------------------|
| Additional Lake Patrol<br>Contribution | Water Fund               | 100,000           | 200,000           | (100,000)                 |
|                                        |                          | <b>\$ 100,000</b> | <b>\$ 200,000</b> | <b>\$ (100,000)</b>       |

**Exhibit B****Classification plan for authorized positions:**

|                                                   |            |
|---------------------------------------------------|------------|
| FIRE CHIEF                                        | 1          |
| ASSISTANT CHIEF                                   | 2          |
| BATTALION CHIEF                                   | 4          |
| FIRE CAPTAIN                                      | 12         |
| FIRE LIEUTENANT                                   | 21         |
| FIRE ENGINEER (OR DRIVER)                         | 49         |
| FIRE FIGHTER                                      | 89         |
| <b>FIRE DEPARTMENT – CIVIL SERVICE SUBTOTAL</b>   | <b>178</b> |
|                                                   |            |
| POLICE CHIEF                                      | 1          |
| ASSISTANT CHIEF                                   | 2          |
| POLICE LIEUTENANT                                 | 9          |
| POLICE SERGEANT                                   | 27         |
| POLICE OFFICER                                    | 141        |
| <b>POLICE DEPARTMENT – CIVIL SERVICE SUBTOTAL</b> | <b>180</b> |
|                                                   |            |
| <b>CIVILIANS</b>                                  | <b>627</b> |
|                                                   |            |
| <b>TOTAL STAFFING LEVELS</b>                      | <b>985</b> |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Heather Stastny, City Clerk, Legal

Meeting Date: October 21, 2025

Item type: Consent Item

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## **Caption:**

Second reading of an ordinance amending Chapter 2 "Administration and Personnel", Article 2.07 "Boards, Committees and Commissions", Division 1 "Generally", Section 2.07.001 "Organization and Procedure", by providing for alternate board members; providing for severability; and, providing for an effective date (Brandon Dyson)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

Council requested ordinance amendment to provide for the appointment of alternate members of City boards, commissions, and committees.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                  |                                       |
|----|----------------------------------|---------------------------------------|
| 1. | Alternate Board Member Ordinance | Alternate Board Member Ordinance.docx |
|----|----------------------------------|---------------------------------------|

## **Presentation:**

Brandon Dyson

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Heather Stastny | Created/Initiated |
| Brandon Dyson   | Approved          |
| Heather Stastny | Final Approval    |



**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 2  
“ADMINISTRATION AND PERSONNEL”, ARTICLE 2.07 “BOARDS, COMMITTEES AND  
COMMISSIONS”, DIVISION 1 “GENERALLY”, SECTION 2.07.001 “ORGANIZATION AND  
PROCEDURE”, BY PROVIDING FOR ALTERNATE BOARD MEMBERS; PROVIDING FOR  
SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Article 2.07 of the San Angelo Code of Ordinances generally provides for the organization and procedures by which all City boards, committees, and commissions are governed; and,

**WHEREAS**, City Council desires to amend Article 2.07 to provide a procedure for appointment of alternate members who may serve in the absence of regular members of the City’s boards, committees and commissions.

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

Section 1. That Chapter 2 “Administration and Personnel”, Article 2.07 “Boards, Committees and Commissions”, Division 1 “Generally”, Section 2.07.001 “Organization and Procedure”, Subsection (3) “Number of Members” of the City of San Angelo Code of Ordinances is hereby amended to read as follows:

*(3) Number of members. Boards shall be composed of seven members. Alternate members may be appointed as necessary to serve in the absence of regular members. Alternates may be nominated by any member of City Council subject to confirmation by City Council in the same manner as regular members. No alternate member may be appointed while a vacancy exists for any regular member position.*

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 on, from and after the date of adoption.

**INTRODUCED with public hearing the 7<sup>th</sup> day of October, 2025, and finally PASSED this 21<sup>st</sup> day of October, 2025.**

**THE CITY OF SAN ANGELO, TEXAS:**

\_\_\_\_\_  
Tom Thompson, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Heather Stastny, City Clerk

\_\_\_\_\_  
Brandon Dyson, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Veronica Sanchez, Dir of HR/RM, Human Resources/Risk Management

Meeting Date: October 21, 2025

Item type: Regular Item

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## **Caption:**

Consider approving the over 65 retiree coverage at the recommended premium and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Human Resources Director Veronica Sanchez)

## **Staff Recommendation:**

Approve

## **Summary/History:**

## **Funding Source(s):**

## **Financial Impact:**

At the October 7, 2025, City Council Meeting, it was approved to award Humana the over 65 Medicare Advantage plan. The bid provided by Humana was at a 4.18% increase. This was the lowest bid received for this service. The total increase in cost is \$62,624.64.

## **Other Information/Recommendation:**

## **Attachments:**

## **Presentation:**

Veronica Sanchez

## **Approvals/Reviews:**

Veronica Sanchez

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Created/Initiated

Approved

Approved

Approved

Approved

Heather Stastny

Final Approval

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: October 21, 2025

Item type: Regular Item

---

## **Caption:**

Discussion and direction on infrastructure assistance in new residential developments (Presentation made by Public Works Executive Director Shane Kelton)

## **Staff Recommendation:**

Direction from Council

## **Summary/History:**

Residential developers have reached out to City staff to inquire about possible assistance with oversized infrastructure in new residential subdivisions. Material and installation costs have increased sharply over the last few years, and the City's requirements for oversized utility lines and arterial-sized streets have started to hinder some residential developments from moving forward. In certain circumstances, developers have determined it too costly to extend sewers into the subdivisions and have opted for larger lots with septic systems. Providing public wastewater infrastructure is more appealing for long-term, reliable service than individual septic systems and will have a direct benefit to our long-term water supply as we look toward an indirect potable re-use project.

One possible solution staff has discussed with residential developers is for the City to install this infrastructure and then assess those costs for the properties/lots the infrastructure serves. Staff has also discussed using a development agreement to be able to recoup installation costs in lieu of assessments. Those discussions with the residential developers we have met with have been positive and staff is seeking Council input and direction on this proposed assistance. This assistance would only be for residential developers who voluntarily allow the City to assess the property or enter into a development agreement.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

**Presentation:**

Shane Kelton

**Approvals/Reviews:**

Charles Michalewicz

Patrick Frerich

Shane Kelton

Aaron Vannoy

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

# MEMO



## Meeting

**Date:** October 21, 2025

**To:** Mr. Daniel Valenzuela, City Manager; Mr. Tom Thompson, Mayor City of San Angelo; City Council Members

**CC:** Aaron Hargett, Senior Executive Director Baptist Memorials Ministries, Buckner Retirement Services. Luke Crosson, Baptist Memorials Ministries, Buckner Retirement Services Russell Gully SKG Engineering. Shane Kelton, Executive Director of Public Works- City of San Angelo; Patrick Frerich, Director of Operations – City of San Angelo

**From:** Aaron Vannoy  
Planning and Development Services Director, City of San Angelo

**Request:** Appeal of Elsie Gayer Section One – Variances.

**Background:** Elsie Gayer Section One is the “North Gate” community of the current Baptist memorial community comprising of 48 residences and one community structure along two private roads. The applicant has worked through a planned development process for zoning to individually split out the properties for sale and have a current plat approved at the Planning Commission from August 18, 2025. The two private internal streets are proposed to be dedicated as public streets; with the approval from Planning Commission came an approval of variances requested by the applicant:

1. Variance for ROW for Northstar and North gate (both private roads) from the required 50’ to a 40’ width
2. Variance for Paving for Northstar and North gate (both private roads) from the required 40’ to a current paving width
3. Variance for curb and gutter along E 18<sup>th</sup> and the E 18<sup>th</sup> bypass, as well as N. Poe St.
4. Variance for paving width on N Poe to meet minimum standard of 26’
5. Approved a full waiver of sidewalks

**Planning Commission Action:** August 18, 2025, Approved the Elsie Gayer Section one with all variances granted resulting in 10 conditions and 3 notes to file the plat.

Executive Director of Public Works and Director of Planning and Development Services appealed the Plat to City Council.

City Council, September 16, 2025 – City Staff and Baptist memorials Ministries requested to hold more discussion on the appeal and hear the case on Oct. 21, 2025. City Council agreed with a 7-0 vote.

Outcome of Discussion on Variance appeals:

1. Variance for ROW for Northstar and North gate (both private roads) from the required 50’ to a 40’ width
2. Variance for Paving for Northstar and North gate (both private roads) from the required 40’ to a current paving width

These items are not in dispute; applicants will perform a mill and overlay process with proof-rolling for the streets to be dedicated. They will install a modified curb on the southern end of Northgate/Northstar to delineate the

street width with a an agreed to design through SKG and Engineering Services with the City of San Angelo. No Parking would need to be determined for one side of each of the roads to allow vehicular circulation (trash trucks) on the two new streets. No sidewalk will be required on the internal streets.

3. Variance for curb and gutter along E 18th and the E 18th bypass, as well as N. Poe St.

4. Variance for paving width on N Poe to meet minimum standard of 26'

The main concern is drainage and paving width. Both parties agreed to curb and gutter installation and an amount of paving along the N Poe section. Design and review will be between SKG and City of San Angelo Engineering services respectively. E 18<sup>th</sup> and E 18<sup>th</sup> Bypass will be scheduled to receive curb and gutter; there is a possible consideration of abandonment of the E 18<sup>th</sup> Bypass; which the city departments support thus may remove this requirement in the future through a future plat process. No sidewalks on this portion of E 18<sup>th</sup>, E 18<sup>th</sup> bypass or N Poe St are required.

6. Approved a full waiver of sidewalks

The only portion where sidewalks are required would be along the Major Collector of E 14<sup>th</sup>. The standard to be met with a design submitted to Engineering Services.

Baptist Memorials Ministries, Buckner Retirement Services is working on language for deeds to create a Homeowners Association (HOA). One activity of the HOA would be funded to support maintenance of properties within the Right of Way within the boundaries of E. 14<sup>th</sup>, E 18<sup>th</sup>, 18<sup>th</sup> Bypass, and N. Poe where current residents have had Baptist Memorial Ministries historically perform those maintenance duties.

This action alleviates concerns for city staff. While future enforcement action could be from the city to a private property owner who has the responsibility to maintain to the back of curb; the HOA's role will be to mitigate the maintenance issues as needed and funded.

City Council – Oct 21, 2025

The request for the appeal of the variance to Elsie Gayer Section One would be approval of partial variances as described above.

City Staff does recommend taking the internal street maintenance as dedicated to the city provided the conditions are met. The financial impact for ongoing maintenance of existing streets, additional streets currently appear to be more sustained fiscally for Section One; especially if in the future the E 18<sup>th</sup> bypass is removed from the city maintenance responsibility and become private property.

**PLANNING COMMISSION – August 18, 2025**  
**STAFF REPORT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                              |                                                            |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------|--------------|
| <b>APPLICATION TYPE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>CASE:</b>                                 |                                                            |              |
| Final Plat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FP25-13: Elsie Gayer Subdivision Section One |                                                            |              |
| <b>SYNOPSIS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                                            |              |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |                                                            |              |
| <b>LOCATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              | <b>LEGAL DESCRIPTION:</b>                                  |              |
| Generally located around Northstar and Northgate Drives, between E 18 <sup>th</sup> and E 14 <sup>th</sup> Streets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              | Acres: 9.060, Lot: 1, Subd: BAPT MEM SR CITIZEN HSE COMPLX |              |
| <b>SM DISTRICT / NEIGHBORHOOD:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>ZONING:</b>                               | <b>FUTURE LAND USE:</b>                                    | <b>SIZE:</b> |
| District #4 – Patrick Keely<br>Neighborhood – Paulann                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Planned Development<br>(PD25-01)             | Neighborhood                                               | 9.066 acres  |
| <b>THOROUGHFARE PLAN:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                              |                                                            |              |
| <p>Northstar Dr. and Northgate Dr. – Private Streets, to be dedicated as a Local Streets</p> <ul style="list-style-type: none"> <li>- 40' R-O-W, 50' required (<b>variance requested</b>). ~30' paving, 40' or 36' with sidewalk required (<b>variance requested</b>)</li> </ul> <p>E 14<sup>th</sup> St. – Major Collector</p> <ul style="list-style-type: none"> <li>- Meets standards</li> </ul> <p>Bradford St. – Local Street</p> <ul style="list-style-type: none"> <li>- Meet standards</li> </ul> <p>E 18<sup>th</sup>/E 18<sup>th</sup> Bypass – Local Street</p> <ul style="list-style-type: none"> <li>- Meets R-O-W &amp; paving, missing curbing (<b>variance requested</b>)</li> </ul> <p>N Poe St. – Local Street</p> <ul style="list-style-type: none"> <li>- Meets R-O-W, 20' paving, incremental half towards 26' paving required, missing curbing (<b>variance requested</b>)</li> </ul> |                                              |                                                            |              |
| <b>STAFF RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                              |                                                            |              |
| Staff recommend <b>APPROVAL</b> of the request to final plat 49 lots for Else Gayer Subdivision Section One, subject to <b>ten (10) conditions and three (3) notes</b> , <b>DENIAL</b> of the variance requests for additional right-of-way and paving on both Northstar Drive and Northgate Drive, <b>DENIAL</b> of the variance request for additional paving on N Poe, and <b>DENIAL</b> of the variance request to not construct curbing along E 18 <sup>th</sup> , E 18 <sup>th</sup> Bypass, and N Poe Street.                                                                                                                                                                                                                                                                                                                                                                                        |                                              |                                                            |              |
| <b>PROPERTY OWNER/PETITIONER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                              |                                                            |              |
| Owner: Baptist Memorial Retirement Community<br>Petitioner: SKG Engineering, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                                            |              |
| <b>STAFF CONTACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                                            |              |
| Austin Reed<br>Senior Planner<br>(325) 657-4210, Extension 1550<br><a href="mailto:austin.reed@cosatx.us">austin.reed@cosatx.us</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |                                                            |              |

**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 18<sup>th</sup> 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 18<sup>th</sup>, E 18<sup>th</sup> 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 18<sup>th</sup> Street, E 18<sup>th</sup> 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

This is an aerial map of a portion of San Antonio, Texas. The Northstar neighborhood is highlighted with a red outline. The map shows a grid of streets with house numbers labeled. Key streets include Wade, Emerick, Northstar, North, and various numbered streets like 19th, 18th, 17th, 14th, 13th, 12th, 11th, 10th, 9th, 8th, 7th, 6th, and 5th. The City of San Antonio logo is in the bottom left corner.

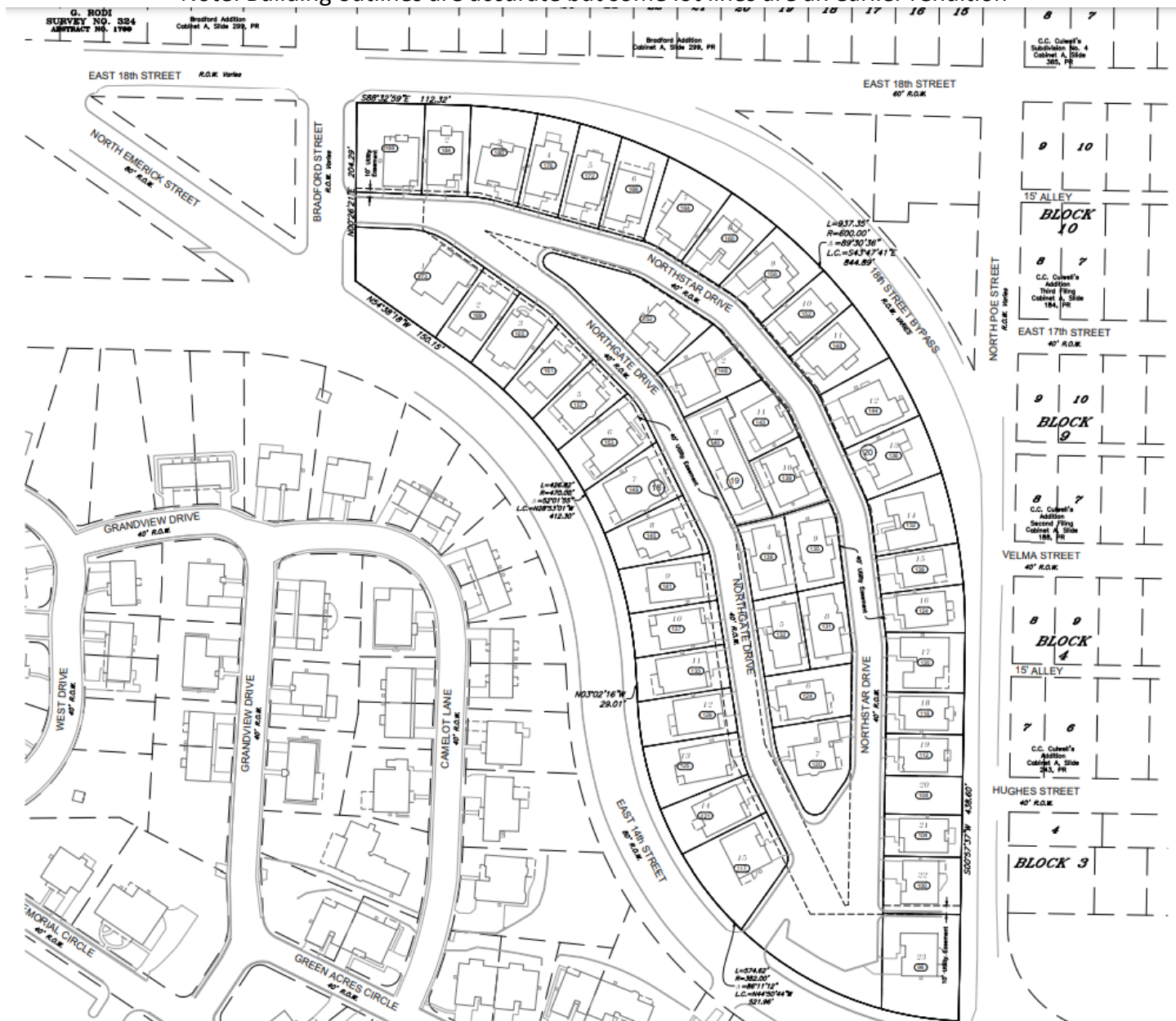
Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles





### 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 subdivided 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 18<sup>th</sup>, E 18<sup>th</sup> 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 18<sup>th</sup>, E 18<sup>th</sup> 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 the 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.

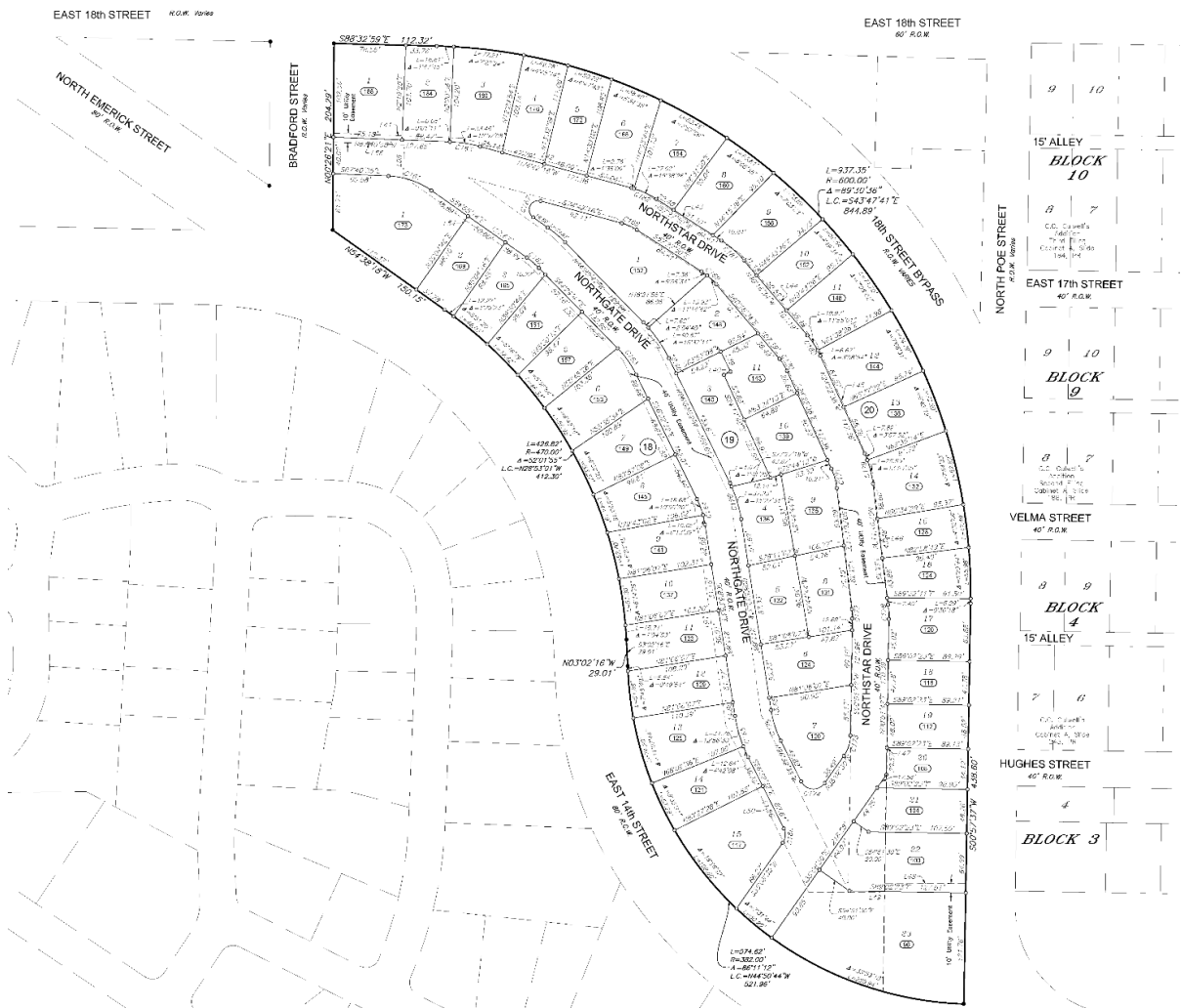
**NOTE:**

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



|                           |    |
|---------------------------|----|
| 9                         | 10 |
| 15' ALLEY                 |    |
| BLOCK 10                  |    |
| 8                         | 7  |
| C.C. CAVES                |    |
| 160' x 100' x 100' x 100' |    |
| EAST 17th STREET          |    |
| 9                         | 10 |
| BLOCK 9                   |    |
| 8                         | 7  |
| C.C. CAVES                |    |
| 160' x 100' x 100' x 100' |    |
| VELMA STREET              |    |
| 8                         | 9  |
| BLOCK 8                   |    |
| 15' ALLEY                 |    |
| 7                         | 6  |
| C.C. CAVES                |    |
| 160' x 100' x 100' x 100' |    |
| HUGHES STREET             |    |
| 4                         |    |
| BLOCK 3                   |    |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Austin Reed, Planning Technician, Planning and Development Services

Meeting Date: October 21, 2025

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance for ROW25-06, a request to abandon an unimproved portion of street right-of-way measuring 60 ft. by 100 ft. south of the intersection of Montague Ave. and Koberlin St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The request from the property owner is to abandon a small portion of Montague which has never been built. This is a step to allow the property owner to the south to consolidate their property into one large lot to build their homestead. The abandonment does not impair long-term development in the area. A utility easement will be reserved so the City can access and maintain the water water line which is currently located in the inbuilt roadway.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                |                                                    |
|----|------------------------------------------------|----------------------------------------------------|
| 1. | ROW25-06 - 1900 Block Koberlin St Staff Report | ROW25-06 - 1900 Block Koberlin St Staff Report.pdf |
| 2. | ROW25-06 - Ordinance v3                        | ROW25-06 - Ordinance v3.docx                       |

## **Presentation:**

Aaron Vannoy

## **Approvals/Reviews:**

Austin Reed

Created/Initiated

Aaron Vannoy  
Holly Crooks  
Brandon Dyson  
Aaron Vannoy  
Heather Stastny

Approved  
Approved  
Approved  
Approved  
Final Approval

# PLANNING COMMISSION – September 15, 2025

## STAFF REPORT

City Council 1<sup>st</sup> reading: October 21, 2025



| APPLICATION TYPE:                                                                                                                                                                                                                                                                                                      |                                  | CASE:                                                                                                                                                            |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Street Right-of-Way Abandonment                                                                                                                                                                                                                                                                                        |                                  | ROW25-06: 1900 Block Koberlin St.                                                                                                                                |                                     |
| SYNOPSIS:                                                                                                                                                                                                                                                                                                              |                                  |                                                                                                                                                                  |                                     |
| <p>The applicant has requested the abandonment of a stubbed-out portion of public street right-of-way south of the intersection of Koberlin Street and Montague Avenue. This area is unimproved and is not used as a primary access point for any property. The area being abandoned measures 60 feet by 100 feet.</p> |                                  |                                                                                                                                                                  |                                     |
| LOCATION:                                                                                                                                                                                                                                                                                                              |                                  | LEGAL DESCRIPTION:                                                                                                                                               |                                     |
| South of the intersection of Koberlin Street and Montague Avenue                                                                                                                                                                                                                                                       |                                  | Area lacking a current legal description between Block 19 of the Bell Addition, Block 3 of the Bryan Chapple Addition, and Block 10 of the Douglas J E Addition. |                                     |
| SM DISTRICT / NEIGHBORHOOD:                                                                                                                                                                                                                                                                                            | ZONING:                          | FUTURE LAND USE:                                                                                                                                                 | SIZE:                               |
| District: #4 Patrick Keely<br>Neighborhood: Ft. Concho East                                                                                                                                                                                                                                                            | Single-Family Residential (RS-1) | Neighborhood                                                                                                                                                     | 6,000 square feet<br>or .0137 acres |
| THOROUGHFARE PLAN:                                                                                                                                                                                                                                                                                                     |                                  |                                                                                                                                                                  |                                     |
| Koberlin Street – Local Road<br>Montague Avenue – Local Road                                                                                                                                                                                                                                                           |                                  |                                                                                                                                                                  |                                     |
| NOTIFICATIONS:                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                  |                                     |
| 21 notifications mailed on 08/29/2025.<br>Zero (0) received in support or in opposition.                                                                                                                                                                                                                               |                                  |                                                                                                                                                                  |                                     |
| STAFF RECOMMENDATION:                                                                                                                                                                                                                                                                                                  |                                  |                                                                                                                                                                  |                                     |
| Staff recommend <b><u>APPROVAL</u></b> of the Right-of-Way Abandonment subject to <b>three (3) conditions</b> .                                                                                                                                                                                                        |                                  |                                                                                                                                                                  |                                     |
| PROPERTY OWNER/PETITIONER:                                                                                                                                                                                                                                                                                             |                                  |                                                                                                                                                                  |                                     |
| Owners: Joe F. Schriever                                                                                                                                                                                                                                                                                               |                                  |                                                                                                                                                                  |                                     |
| STAFF CONTACT:                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                  |                                     |
| Austin Reed<br>Senior Planner<br>(325) 657-4210, Extension 1550<br>austin.reed@sanangelo.gov                                                                                                                                                                                                                           |                                  |                                                                                                                                                                  |                                     |

**Additional Information:**

There is an existing sewer main within the area. When the property plats to incorporate the abandonment, they will be required to place an easement over this sewer main. There are no other City utilities within the area. The area of abandonment has never been improved and is not used for access.

**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 is an existing sewer main which will need an easement
- *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:**

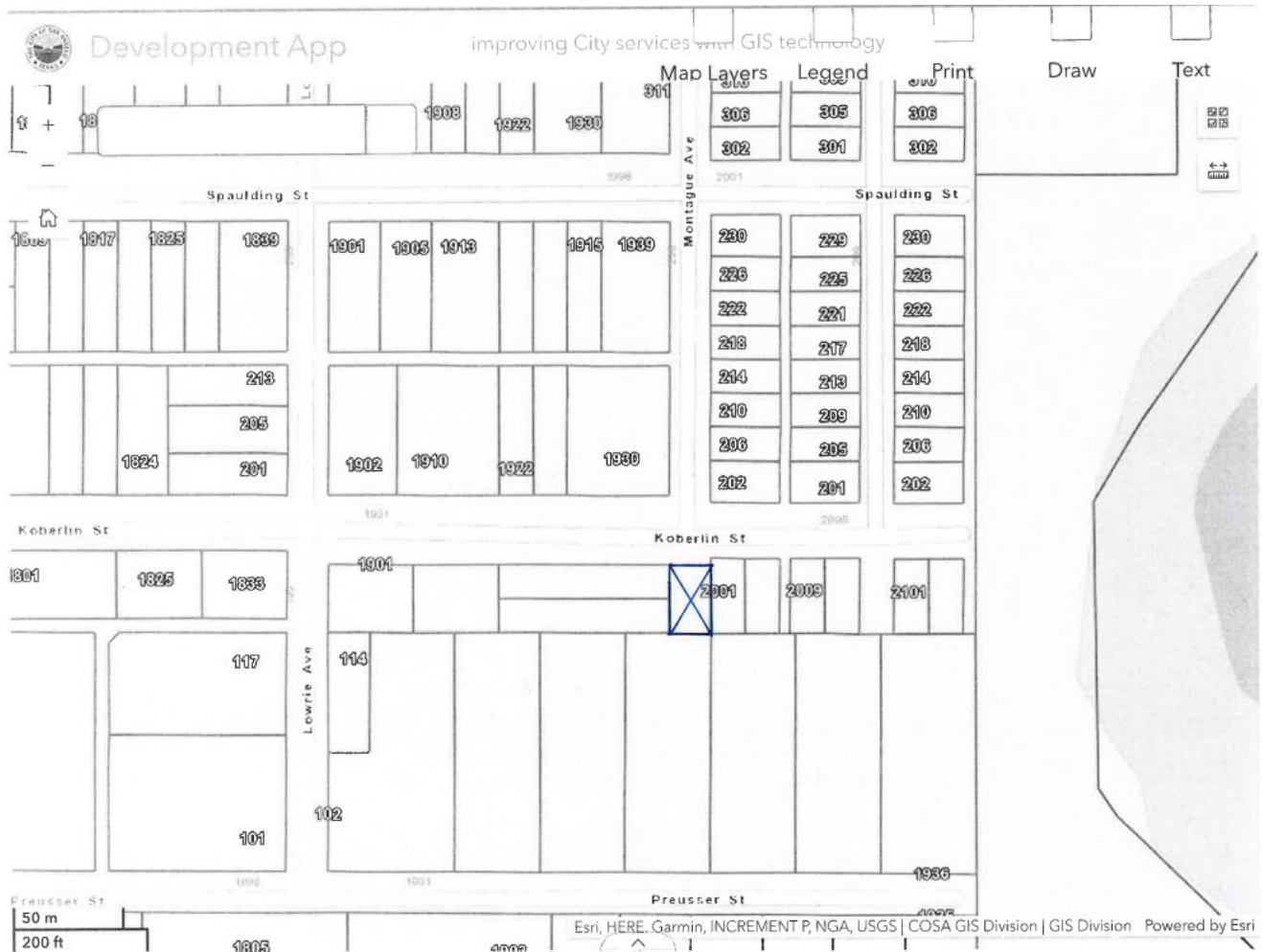
Staff recommend **APPROVAL** of the proposed abandonment **subject to three (3) conditions of approval:**

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 replat, dedicate an easement for the existing sewer main within the abandoned area.

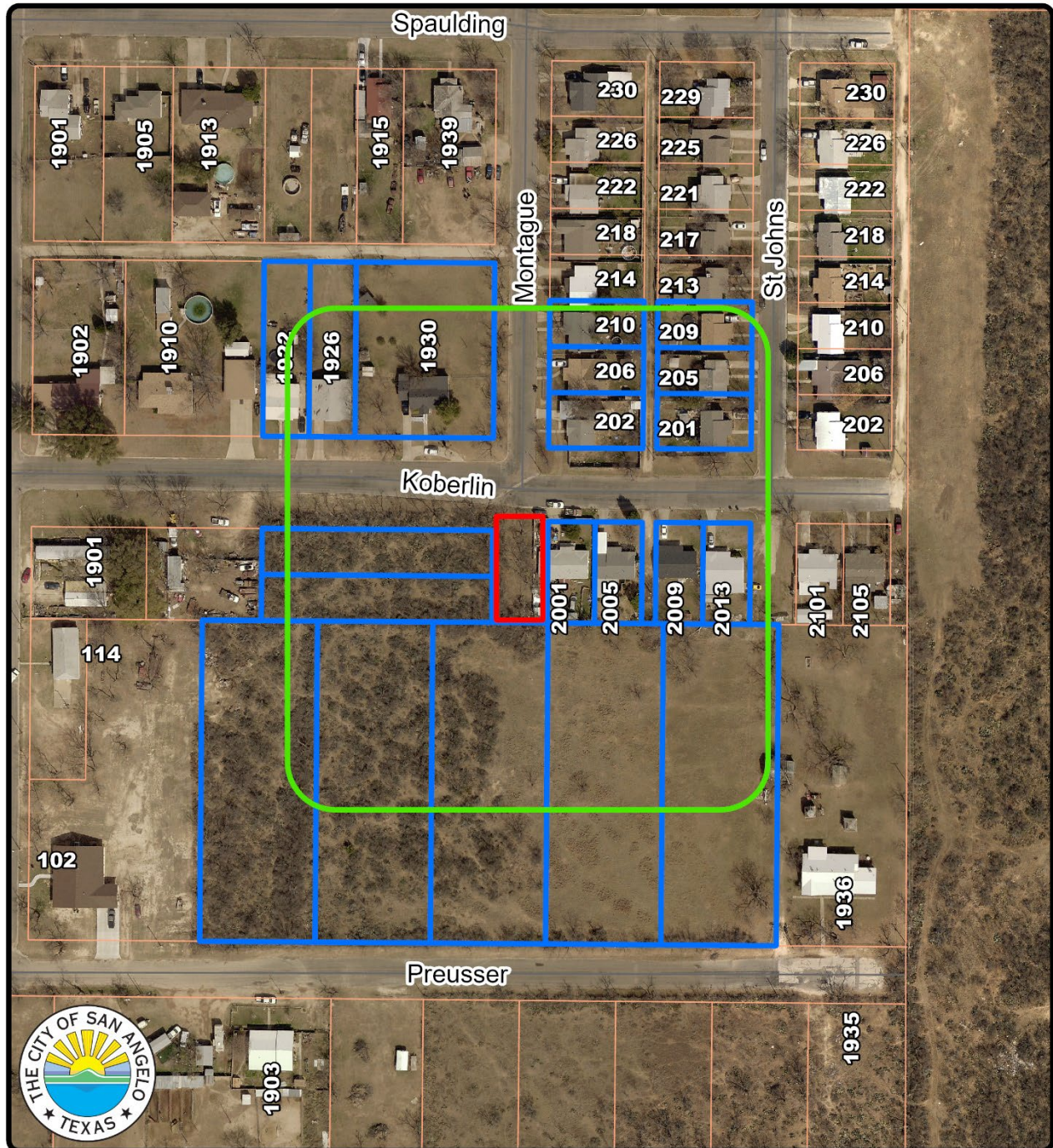
**Attachments:**

Abandonment  
Notification Map

### Abandonment



Notification Map



**Notification Map**  
**ROW25-06: 1900 Blk Koberlin**

Council District: #4 - Patrick Keely  
Neighborhood: Ft Concho East

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

200' Range:

Subject Property:

Notified Properties:



**AN ORDINANCE PROVIDING FOR ABANDONMENT AND VACATION OF A PORTION OF STREET RIGHT-OF-WAY COMPRISING OF 6000 SQUARE FEET IN THE 1900 BLOCK OF KOBERLIN STREET; 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 6000 square feet in an area lacking a current legal description between Block 19 of the Bell Addition, Block 3 of the Bryan Chapple's Resubdivision, and Block 10 of the Douglas J E Addition, the boundary of which extends 100 feet south from the intersection of Koberlin Street and Montague Avenue and being 60 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 of the abandoned street right-of-way.
2. Submit, obtain approval, and officially record a subdivision replat absorbing all of the abandoned street 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 replat, dedicate an easement for the existing City sewer main within the abandoned area.
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 street.

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 **21<sup>st</sup> day of October 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **4<sup>th</sup> day of November 2025**.

THE CITY OF SAN ANGELO

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Tom Thompson, Mayor

ATTEST:

APPROVED AS TO FORM:

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Heather Stastny, City Clerk

---

Brandon Dyson, City Attorney

## **Exhibit “A”**



**Ordinance Map**  
**ROW25-06: 1900 Block Koberlin**

Council District: #4 - Patrick Keely  
 Neighborhood: Ft. Concho East

Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

Subject Property: —

