



## City Council Agenda 4/21/2026

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held April 21, 2026 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 April 2026 as Child Abuse Prevention Month
- b. Proclamation of April 2026 as San Angelo Rotary 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 April 7, 2026, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving a lease agreement with the YMCA to use the Carl Ray Johnson Recreation Center and authorizing the City Manager to negotiate and execute all related documents (Jesse Benes)
- c. Consider approving a Miscellaneous Pipeline Easement in the amount of \$2,350 for use of right-of-way to construct and maintain a wastewater line in the general location of the North Concho River crossing between Beauregard Ave. and Pecos St., and authorizing the City Manager to negotiate and execute all related documents (Zeferino Mendoza)
- d. Consider approving BuyBoard Agreement #781-25 with Soil Express, Inc. for a "not to exceed" amount of \$125,000 for the purchase and installation of engineered wood fiber material used for playground fall-zone safety surfaces in parks throughout San Angelo for the next two fiscal years, and authorizing the City Manager to negotiate and execute all related documents (Mario De La O)
- e. Consider ratifying COSADC approval of Addendum Number 1 to the Parkhill contract for Professional Engineering Services at the Industrial Park in the amount of \$79,000 for additional engineering services (Robert Schneeman)
- f. Consider a resolution finding a public purpose and approving a request by West Texas Land Guys San Angelo, LLC., for the City to pay for the material and installation cost differential between an 8-inch diameter and a 12-inch diameter sewer line extension on or along Arden Rd and FM 2288, that will serve the planned Arden Heights Subdivision and potential future

development in the area, and authorizing the City Manager to negotiate and execute all necessary documents (John Kaufman)

- g. Consider a resolution authorizing the Animal Services division to accept a donation of \$6,358.97 worth of Simparica from Zoetis Pet Care (Angela Bloss)
- h. Consider a resolution to accept the donation of funds from Back the Badge for the purchase of equipment or training for the San Angelo Police Department (Craig Thomason)
- i. Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority grant for the Police department to combat motor vehicle burglary and theft (Jeremy Cannady)
- j. Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Program for the Police Department to combat motor vehicle burglary and theft (Jeremy Cannady)
- k. Consider a resolution calling a joint public hearing of the City Council and the Planning Commission and establishing alternative notice procedures regarding the following Zoning Ordinance Sections:
  - 1. Section 303 "Residential District Intent Statements";
  - 2. Section 313 "Use Table" of the Zoning Ordinance;
  - 3. Section 314 "Residential Structure Types";
  - 4. Section 501 "Residential District Standards";
  - 5. Section 419 "Mobile Food Units";
  - 6. Section 211 "Historic Overlay Zone"; and
  - 7. Section 212 "River Corridor District Overlay Zone, Downtown District Overlay Zone, and Cultural District Overlay Zone" of the Zoning ordinanceAnd in accordance with applicable law for the following non-zoning items:
  - 1. Exhibit C "Land Development and Subdivision Ordinance," Chapter 9 "Land Development and Subdivision Design Policies," Section V "Sidewalks";
  - 2. Exhibit C "Land Development and Subdivision Ordinance," Chapter 10 "Construction Standards and Specifications," Section III "Widths and Graphic Specifications" (Presentation made by Planning & Development Services Director Aaron Vannoy)

## **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 a contract for Phase II, the purchase and installation of a Variable Refrigerant Flow System at the McNease Convention Center with Advanced Service Group in the amount of \$115,850 utilizing Civic Events Fund Balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Civic Events Manager Sidney Walker)
- b. Consideration and possible action on the following:
  - 1. Consider a resolution electing to participate in tax abatement agreements pursuant to the Property Redevelopment & Tax Abatement Act, Chapter 312 of the Texas Tax Code; and
  - 2. First reading and public hearing of an ordinance reauthorizing Article 1.09 Taxation,

Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances, which expired October 17, 2025 (Presentation made by Economic Development Project Manager Robert Schneeman)

- c. First reading and public hearing of an ordinance for PD26-01, a request for a zone change from Single-Family Residential to a Planned Development with base zoning of Low-Rise Multifamily Residential, allowing duplexes and quadruplexes located at 620 E. 43rd St. (Presentation made by Planning & Development Services Director Aaron Vannoy)
- d. First reading and public hearing of an ordinance for :
  - 1. PD26-02, a request for a zone change from a Planned Development district to a new Planned Development district with base zoning of Neighborhood Commercial; and
  - 2. CP26-01, a request for a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center allowing for self-storage units located at 4657 and 4665 Southland Blvd. (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 551.074 - Personnel matters to deliberate the appointment, employment, and duties of the City Manager

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

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:  
**Zoning Board of Adjustment: Todd Smith (SMD 6) to a first term ending January 2028**
- 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 April 2026, at 4:54 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. 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

Children are our most valuable resources and will shape the future of our community.

Child abuse and neglect are serious problems affecting every segment of our community, and finding solutions requires input and action from everyone.

We acknowledge that we must work together as a community to increase awareness about what families need before they are in crisis and to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment.

Effective child abuse prevention strategies succeed because of partnerships among families, social service agencies, schools, faith communities, civic organizations, law enforcement, and the private sector.

The communities that provide parents with support, resources, and education help ensure that children grow up in safe, healthy, and stable homes.

Prevention remains the best defense for our children, and all citizens should become more aware of child abuse prevention efforts and support programs that strengthen families and protect children.

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council do hereby proudly proclaim the month of April 2026, as

## **Child Abuse Prevention Month**

and urge all citizens to recognize that child abuse is preventable and that a healthy and prosperous society depends on strong families and communities.

**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 April 2026.

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

# Proclamation

The San Angelo Rotary Club, chartered in 1926 and sponsored by the Fort Worth Rotary Club, has served as a cornerstone of civic leadership and community service in San Angelo for 100 years.

Now celebrating its centennial anniversary in 2026, the club has played a vital role in fostering community growth, supporting local initiatives, and strengthening regional connections through the organization of additional Rotary clubs throughout the region, including the San Angelo West.

With a membership of approximately 75 active Rotarians locally and more than 1.2 million members worldwide through Rotary International, Rotary remains one of the largest and most impactful service organizations in the world.

Members of the San Angelo Rotary Club have demonstrated exceptional dedication to service, with some individuals contributing more than 50 years of active membership.

The San Angelo Rotary Club has a rich history of service and philanthropy, including decades of successful fundraising efforts such as its Annual Shrimp Fest and Casino Night, supporting both local and global service projects.

The club has remained dedicated to youth development and education through scholarships, student exchange programs, and its annual Top Scholars Banquet recognizing the top 25 students from Central and Lake View High School, while also providing significant community service through disaster response efforts, support of local organizations such as Hope House and Helping Hands, and participation in initiatives including Adopt-A-Highway, Salvation Army bell ringing, and serving as host of Concho Christmas celebrations.

The San Angelo Rotary Club continues to look toward the future with ongoing projects, including the adoption and enhancement of Rotary Park, formerly know as Mountainview Park, further strengthening its legacy of service and community impact.

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the month of April 2026, as

## ***SAN ANGELO ROTARY MONTH***

in recognition of 100 years of dedicated service, leadership, and commitment to improving the quality of life for citizens of San Angelo and communities around the world.

**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 April 2026.

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

City of San Angelo, Texas  
Regular City Council Meeting  
Tuesday, April 7, 2026

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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 Tom Thompson called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, April 7, 2026, 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**

April 12-18, 2026, was proclaimed National Public Safety Telecommunications Week.

April 2026 was proclaimed as Month of the Military Child.

April 2026 was proclaimed Safe Digging Month.

April 2026 was proclaimed Fair Housing Month.

April 2026 was proclaimed as National Donate Life Month.

**4. Public Comment**

Mike Burnett (SMD 1) provided public comments on the Homeless PIT count.

Heather Wylie (SMD 3), Antonio Martinez (SMD 4) and Nancy Treadwell (SMD 1) provided public comments regarding data centers.

Leisa Thornhill (SMD 1) provided public comments regarding golfcarts.

**5. Consent Agenda**

- a. Approval of the March 17, 2026, City Council regular meeting minutes (Heather Stastny)
- b. Award of RE-03-26 Land Exchange to MHMR Concho Valley, for exchange of City-owned property at 505 S. Chadbourne with MHMR-owned property at 404 S. Irving, payment of the difference in value of \$43,000, and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Carl White)
- c. Approval of amending the contract for RFB WU-09-23 Water Reclamation Facility Liquid Polymer to Polydyne, Inc. in the amount of \$150,000 budgeted annually to include two additional one-year extensions, and authorizing the City Manager to negotiate and execute all related documents (John Kaufman)

- d. Award of RFB OP-01-26 Lake Nasworthy Boat Ramp Replacements to Shirley and Sons in the amount of \$2,175,284.16 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- e. Approval of a purchase of materials under HGAC Contract WM09-20 from Core & Main for a 16" waterline extension on Twin Mountain Dr. in the amount of \$110,311 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Approval of a Memorandum of Understanding with Keep San Angelo Beautiful and authorizing the City Manager to negotiate and execute all related documents (Shaina Hill)
- g. Approval of an interlocal agreement between the City of San Angelo and Tom Green County Sheriff's office for the operation of the Tactical Emergency Medical Service Team (Patrick Brody)
- h. Approval of an interlocal agreement between the City of San Angelo and Tom Green County for the joint operation of the San Angelo/Tom Green County office of Emergency Management (Patrick Brody)
- i. Adoption of a resolution authorizing the San Angelo Fire Department to apply for and accept a State Homeland Security Grant in the amount of \$22,258.16 for purchase of TACMED team equipment, and designating the City Manager as the authorized official to execute all necessary documents (Patrick Brody)
- j. Adoption of a resolution allowing the Fire Department to accept a donation of swiftwater rescue equipment from Rotary District 5840 Foundation, Inc. valued at \$25,024 (Patrick Brody)
- k. Adoption of an ordinance approving Standards of Care for Recreation Summer Camp held at Recreation Centers for ages 5 through 13 (Jesse Benes)
- l. Adoption of an ordinance for Z26-02, a request for a zone change from the Light Manufacturing zoning district to the General Commercial zoning district for 13 tracts over 5.384 acres generally located around 1297-1309 N. Bryant Blvd. (Aaron Vannoy)

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

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve Item 5d. as presented by Operations Assistant Director Jeremy Miller. The motion carried unanimously (7) ayes to (0) nays with no public comment.

## **6. Regular Agenda**

- a. Award of RFQ OP-02-06 Lake Nasworthy Vegetation Removal to Jones Lake Management in the amount of \$2,969,011.17 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operation Director Patrick Frerich)

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

- b. Approval of an Infill Empowerment Zone request for infrastructure funding of costs for the water and sewer main extension in an amount not to exceed \$20,000 for a residential project at Shriner Point Section 3 (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Self 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.

**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:

**8. Follow Up and Administrative Issues**

- a. ~~Consideration of items discussed in Closed Session, if needed~~
- b. Consider approving various Board nominations:  
**Parks & Recreation Advisory Board: Daniel Aguilar (SMD 2) to a first term ending December 2027**

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

- c. ~~Announcements and consideration of Future Agenda Items~~

**9. Adjournment**

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

There being no further business, the meeting adjourned at 9:39 a.m.

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

**ATTEST:**

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

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

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jesse Benes, Recreation Manager, Recreation

Meeting Date: April 21, 2026

Item type: Consent Item

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## **Caption:**

Consider approving a lease agreement with the YMCA to use the Carl Ray Johnson Recreation Center and authorizing the City Manager to negotiate and execute all related documents (Jesse Benes)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The YMCA of San Angelo is in need of additional space this summer due to construction at ISD facilities. The Carl Ray Johnson Recreation Center is currently used for adult sports in the evenings, clinics, and private rentals; however, this agreement would allow the facility to be more fully utilized by the community during hours when it is otherwise not in use.

It is recommended that the City consider approving a lease agreement with the YMCA to utilize the Carl Ray Johnson Recreation Center, located at 1103 Farr Street, Monday through Friday during the summer of 2026. The proposed lease term would run from May 20 through September. Under this agreement, the City of San Angelo Recreation Division would charge the YMCA \$150 per day for use of the space during summer camp hours, and the YMCA would be responsible for cleaning the facility during its period of use.

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

## **Financial Impact:**

This would add \$750 per week to our rental revenues at Carl Ray. The additional usage will potentially increase utility costs at the facility, but the rental rate will cover those expenses.

## **Other Information/Recommendation:**

## **Attachments:**

## **Presentation:**

Jesse Benes

**Approvals/Reviews:**

Jesse Benes

Carl White

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: April 21, 2026

Item type: Consent Item

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## **Caption:**

Consider approving a Miscellaneous Pipeline Easement in the amount of \$2,350 for use of right-of-way to construct and maintain a wastewater line in the general location of the North Concho River crossing between Beauregard Ave. and Pecos St., and authorizing the City Manager to negotiate and execute all related documents (Zeferino Mendoza)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The easement is a requirement by the General Land Office of the state of Texas to cross the Concho River. This easement is for the North Concho Wastewater Improvements project and will allow the city to reroute wastewater through new sewer infrastructure to an existing 30-inch sewer line located at W. Concho Ave. and Santa Fe Park Dr. The project will install new sanitary sewer infrastructure to remove an existing aging lift station from service.

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

Fund:	Account:	Project Number:	Amount Budgeted:
Water Reclamation			\$2,350

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

1. ME20260110N032426 ME20260110N032426.pdf

## **Presentation:**

Zeferino Mendoza





TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

March 31, 2026

Joseph Mangrem  
City of San Angelo  
301 W. Beauregard Avenue  
San Angelo, TX 76903-6370

Re: Miscellaneous Easement No.ME20260110  
Tom Green County, Texas

Dear Mr. Mangrem:

Attached is the contract for the above referenced project. A consideration of \$2,000.00 has been assessed.

Please print the contract, sign before a notary public and return the contract, along with a check in the amount of \$2,350.00, made payable to the General Land Office (GLO), to the attention of Leasing Operations, to the address below within twenty (20) days of receipt of this letter. This figure represents the 10 year land-use fee, the required \$350.00 application fee, and the surface damages if applicable.

**Please return a copy of the enclosed invoice with your signed contract and payment. This will ensure that the payment is properly credited to your account.**

**Please note that if the signature block is not filled out completely and properly notarized then your contract may be declined and further delay the execution of your easement.**

When the contract is received and executed by the GLO one original will be returned to you for recording and one retained for our files.

Submission of the signed and notarized contract to the GLO will constitute City of San Angelo's acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions, please email me at [Damian.Cortinas@glo.texas.gov](mailto:Damian.Cortinas@glo.texas.gov) or call me at (512) 475-1461.

Sincerely,

*Damian Cortinas*

Damian Cortinas  
Leasing Operations

Enclosures

**USE THIS STATEMENT, AS THE FIRST PAGE,  
WHEN RETURNING THE SIGNED CONTRACT**



**Invoice for Account C000007443**

**Texas General Land Office - Commissioner Dawn Buckingham, M.D.  
PO Box 12873 - Austin, TX 78711-2873**

**Customer Service (800) 998-4456 8:00am – 5:00pm Monday – Friday**

Customer Information

Statement date: March 31, 2026

City of San Angelo  
301 W. Beauregard Avenue  
San Angelo, TX 76903-6370

Activity Description  
Pipeline-Sewage, Pipeline-  
Sewage

**Invoice Summary**

Contract Term: Effective Date 03/01/2026 - Expiration Date 02/29/2036  
Total Consideration Payment: \$2,350.00

**Amount Due**

<b>Invoice Date</b>	<b>Due Date</b>	<b>Lease Number</b>	<b>Description</b>	<b>Amount</b>
March 31, 2026	April 20, 2026	ME20260110 AUS58993	Fee	\$350.00
March 31, 2026	April 20, 2026	ME20260110 AUS58993	Rental Payment	\$2,000.00
<b>Total Due</b>				<b>\$2,350.00</b>

**State Agencies Are Required To Pay Via Interagency Voucher –AGY: 305 RTI: 305002 VID 33053053055000**

Preparer: dcortina

CustomerID: C000007443

# The State of Texas



Austin, Texas

## MISCELLANEOUS EASEMENT (PIPELINES)

**ME20260110**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TOM GREEN

§

§

This Miscellaneous Easement (the "Agreement"), ME20260110, is granted by virtue of the authority granted in Section 51.291, *et seq.*, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, *et seq.*, and all other applicable statutes and rules, as the same exist on the date hereof or as they may be amended from time to time.

### ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, (the "GRANTOR"), hereby grants to City of San Angelo, whose address is 301 W. Beauregard Avenue, San Angelo, TX 76903-6370, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

### ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Tom Green County, Texas, described as follows:

North Concho River and the easement is a right-of-way 6.2 rods long and 20 feet wide, being 10 feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 100 feet wide, being 50 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/or replacement of the pipelines is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 100 feet wide being 50 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A and the Survey Plat attached hereto as Exhibit B, collectively incorporated by reference for descriptive purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

**2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS**

**FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND GRANTEE TAKES SUBJECT TO ANY SUCH PRIOR GRANT AND/OR ENCUMBRANCE. GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY OR COUNTIES IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS EASEMENT.**

2.04 A. To the extent that Texas Government Code Section 2252.909 is applicable to this Agreement, Grantee must require, as a condition in any contract for the construction, alteration or repair of Improvements to the Premises, that the Grantee's contractor execute a performance bond, a payment bond, provide the requisite notice, and in all other respects comply with the requirements of Texas Government Code Section 2252.909. Texas Government Code Section 2252.909 provides, among other things, selected conditions stated herein.

B. Grantee, in any contract for the construction, alteration or repair of Improvements to the Premises, shall include a condition requiring that Grantee's contractor:

(i) execute a **payment bond** that conforms to Chapter 53, Texas Property Code, Subchapter I;

(ii) execute a **performance bond** in an amount equal to the amount of the contract for the protection of the GRANTOR and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents.

C. Grantee shall provide the GRANTOR with a **notice of commencement** of construction no later than ninety (90) days prior to the date the construction, alteration, or repair of Improvements to the Premises begins. Grantee's notice of commencement shall:

(i) identify the public property where the work will be performed;

(ii) describe the work to be performed;

(iii) state the total cost of the work to be performed;

(iv) include copies of the performance and payment bonds required above;

(v) include a written acknowledgment signed by the contractor stating that copies of the required performance payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

### ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on March 1, 2026, and ending on February 29, 2036, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement, Grantee shall have the right to extend and renew this Agreement pursuant to 31 TAC §13.17(c) and (d) for an additional like term based on the then current rate schedule and on the terms and conditions provided hereunder, by taking the following actions:

(i) providing written notice to the GRANTOR of Grantee's intent to renew the Agreement not less than ninety (90) days prior to expiration of the term of this Agreement; and

(ii) completing and submit to the GRANTOR for approval, an application for renewal within thirty (30) days following the notice provided in Section 3.02(i); and

- (iii) paying the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and
- (iv) providing documentation showing the current location of the Improvements. This documentation shall include spatial coordinates sufficient for determining that the pipeline(s) lie within the approved Premises. Such information may be in the form provided to the U.S. Department of Transportation, provided that such documentation includes the current location and spatial coordinates. Notwithstanding the foregoing, and provided that the pipeline has been in place for at least twenty (20) years (an "older pipeline"), Grantee may, in lieu of providing such actual dimensions and spatial coordinates, satisfy the requirements of this subsection (iv) by providing a certified written statement by a professional engineer which states that the engineer, despite having employed best efforts to do so, can not ascertain the burial depth and/or location coordinates of such existing pipeline from Grantee's existing records and documentation. Any such certified statement shall also include any documentation in Grantee's possession relating to either the actual dimensions or spatial coordinates of the Improvements. If Grantee, at any time, later discovers or determines the actual burial depth and/or location coordinates of an older pipeline, Grantee agrees to submit such documentation to GRANTOR. If either GRANTOR or Grantee determine that an older pipeline is not actually located within the right of way described in this Agreement, both GRANTOR and Grantee will enter into an amendment to this Agreement to correct the right of way description provided such right of way is located on State-owned land. In any event, Grantee **will indemnify** GRANTOR pursuant to Section 8.01 of this Agreement even if some or all of the Improvements are not located on State-owned land.

3.03. In the event that Grantee shall fail to comply with the requirements of Section 3.02, Grantee shall be in default hereunder; however, the easement shall not terminate until GRANTOR provides notice of such failure and allows a period of thirty (30) days for Grantee to cure such failure and default. Grantee's failure to comply with Section 3.02, even if subsequently cured to GRANTOR'S satisfaction, shall be deemed a forfeiture of any right Grantee may have to renew the Agreement. GRANTOR may require (i) the full then-current fee as calculated for a new easement, or, (ii) the applicable renewal fee pursuant to the rate schedule in effect at the time of renewal, plus an administrative penalty as determined by GRANTOR.

#### ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the granting, or if applicable, renewal of this easement, Grantee agrees to pay the GRANTOR (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of **Two Thousand and 00/100 Dollars (\$2,000.00)**, due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall be deemed an act of default and, at the GRANTOR'S option, cause all payments to become due and payable immediately; provided, however, GRANTOR shall give Grantee notice of such default and allow a period of thirty (30) days within which to cure the default before exercising such option to accelerate such payments.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against Grantee's interest in the Premises or on the Improvements constructed thereon.

4.03. Grantee agrees to and shall protect and hold the GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

#### ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-

way to construct, maintain, operate, inspect, repair, change the size of, and replace two (2) 12.75-inch O.D. pipelines for the purpose of transporting wastewater (the "Improvements"). Grantee shall not change (i) the operation of the pipeline in any material respect or (ii) the category of products therein, without GRANTOR'S written permission, such permission not to be unreasonably withheld. It shall not be unreasonable for GRANTOR to withhold its consent for reasons that include, but are not limited to, Grantee's request for: a change in the category of products to be transported that is more "sour" (with reference to hydrogen sulfide content), or that is more volatile, than the original product category to be transported as contemplated by the Agreement; or, a change to a category of products that includes any non-hydrocarbon substances. Also, it shall not be unreasonable for GRANTOR to (a) condition its consent on Grantee procuring and providing proof to GRANTOR of adequate insurance to protect the Premises and (b) charge fees for (i) additional pipelines, and (ii) changes in use operation, including but not limited to, a use separate and apart from the original use contemplated by the Agreement, e.g. fiber optics and reverse flow. GRANTOR agrees to grant or deny such permission within thirty (30) days following Grantee's request for a category use change, provided such request includes all information necessary for GRANTOR to make an informed decision.

5.02. A. The GRANTOR and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent State-owned land or land owned by Grantee, provided in the exercise of this right the GRANTOR and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. At its sole cost, risk, and expense, Grantee shall have the right of ingress and egress for the purposes authorized by Section 5.01 and such right is not granted for any other purpose. Grantee and the GRANTOR mutually agree to coordinate the use of contiguous or adjacent State-owned land or land owned by Grantee, respectively, and to exercise such right of use only to the extent and in the manner allowed by the respective interests of the parties in the subjects lands and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the GRANTOR'S right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises, as necessary for the GRANTOR to confirm the removal (in whole or in part) of the Improvements, and/or until any claims of liability against GRANTOR arising in connection with the Improvements are finally resolved. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement, but only for so long as the Improvements remain on the Premises and/or any claims for liability have not been finally resolved.

5.03. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. Grantee is responsible for maintaining all structures authorized under this Agreement in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. Grantee is required to perform mitigation and/or pay surface damage fees according to the GRANTOR's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the GRANTOR of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the GRANTOR to Grantee following said damages.

B. Prior to any construction, installation, repair, or other activities on the Premises, Grantee shall provide written notice of all the terms of this Agreement relating to the particular activity to any contractor and/or agent involved

in any such activity. On request, Grantee shall send a copy of such notice to the General Land Office, ATTN: Leasing Operations, 1700 North Congress Avenue, Austin, Texas 78701-1495.

5.04. GRANTOR shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in GRANTOR'S sole discretion, not to be inconsistent with Grantee's easement grant. GRANTOR, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair, and any other purpose necessary to protect GRANTOR'S interests therein. Except in the event of an emergency, in which case no notice is required by GRANTOR, if GRANTOR reasonably believes that a repair is necessary to protect the health and safety of the public, the environment, or the value of GRANTOR'S property, GRANTOR shall give Grantee reasonable prior written notice of the necessary repair. If GRANTOR gives such notice, and Grantee does not initiate immediate action to pursue to completion such repair with diligence, GRANTOR may, but shall not be obligated to, undertake that repair, all costs of which shall be immediately due and payable by Grantee on GRANTOR'S demand. This Section 5.04 is for the sole purpose of providing a mechanism for GRANTOR to respond to a situation in which immediate action is required to protect the State and/or public interest and such immediate action has not been initiated by or on behalf of Grantee.

5.05. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.06. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V may render such Improvements "unauthorized structures" as defined under TEX. NAT. RES. CODE §51.302 and subject them to sanctions provided therein.

#### ARTICLE VI. ASSIGNMENTS

6.01. A. Grantee shall not assign the Premises or the rights granted herein, in whole or part, to any third party for any purpose without prior written consent of the GRANTOR, which consent may not be unreasonably withheld. For purposes of this Section 6.01 A, the phrase "third party" shall not include any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest.

B. Grantee may assign this Agreement without GRANTOR'S consent to (a) a parent entity, (b) any affiliate of Grantee controlled by the same parent entity, or (c) any subsidiary or affiliate in which Grantee owns, respectively, at least a majority percentage, or the largest plurality percentage, voting interest, provided that, in any of the foregoing events, (i) the resulting entity agrees in writing to assume and perform all of the terms and conditions of this Agreement, and (ii) Grantee provides notice to GRANTOR of any such assignment within thirty (30) days of such assignment. In the event of such assignment, it is understood and agreed by both Grantee and GRANTOR that the original Grantee remains liable to GRANTOR under all terms and provisions of the Agreement.

C. Any assignment which fails to comply with the foregoing provisions shall be void and of no effect.

D. This provision and the prohibition against unauthorized assignments contained herein shall survive expiration or earlier termination of this Agreement. For purposes of this Agreement, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

#### ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. With regard to all activities authorized herein, Grantee shall use all reasonable best efforts to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters, natural resources, and wildlife habitat. In the event of a pipeline incident that is reportable to the U.S. Department of Transportation, the

General Land Office, or the Railroad Commission of Texas (or any other applicable regulatory agency) that may result in pollution of the Premises or adjacent property, Grantee shall notify the GRANTOR immediately upon discovery of such incident, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resource damages caused thereby.

**7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STAT. 915, 16 U.S.C.A. SECTION 470, ET SEQ.) AND THE ANTIQUITIES CODE, [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, PO BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.**

#### ARTICLE VIII. INDEMNITY

**8.01. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY, (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

#### ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01 If, within thirty (30) days after receipt of written notice from the GRANTOR specifying an act of default or breach, Grantee fails to pay any money due hereunder or continues in breach of any term or condition of this Agreement, the GRANTOR shall have the right to terminate this Agreement and all rights inuring to Grantee herein. Should Grantee fail to cure the specified default or breach within the allowed thirty (30) day period, this Agreement shall be subject to termination, and upon such termination all rights granted herein to Grantee shall revert to the GRANTOR. Such termination shall not prejudice the rights of the GRANTOR to collect any money due or to seek recovery on any claim arising hereunder.

9.02. Except as otherwise provided by applicable law or rule and subject to obtaining necessary approval from state or federal agencies having applicable jurisdiction, or making best efforts to obtain such permits, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, initiate removal of all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be coordinated with the General Land Office in accordance with guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources and mitigation or payment in lieu of mitigation for any and all damages resulting from removal

activities, all of which shall be in accordance with generally accepted current pipeline industry standards using available technology. Grantee shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a General Land Office field inspector may be present.

#### ARTICLE X. NOTICE

10.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, or sent by United States first class mail, adequate postage prepaid, if for the GRANTOR to the Deputy Director of Leasing Operations, addressed to 1700 North Congress Avenue, Austin, Texas 78701-1495, and if for Grantee, to it at 301 W. Beauregard Avenue, San Angelo, TX 76903-6370. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

10.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

#### ARTICLE XI. INFORMATIONAL REQUIREMENTS

11.01. A. For newly constructed pipelines, Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 11.01, the GRANTOR shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the GRANTOR and set forth in Section 2.01 (and referenced Exhibits) hereof. If there are changes or discrepancies in the location of the Improvements authorized by this Agreement, the GRANTOR may either terminate this Agreement, or: (i) upon determination that the changed location results in unacceptable adverse impacts, require relocation of the Improvements to conform to the authorized right of way, or (ii) upon determination of no unacceptable adverse impacts, agree to replace Exhibit B attached hereto with a substitute exhibit denoted as Exhibit B-1. The substitute exhibit shall be consistent with the as-built survey and signed by both parties. Upon attachment of Exhibit B-1 hereto, Exhibit B shall be void and of no further effect.

C. If all or any part of the Improvements are buried, Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements, a survey which includes coordinates, or at GRANTOR'S option, "depth of cover" data, prepared by a surveyor duly licensed by the State of Texas. The survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

11.02. A. Grantee shall provide written notice to the GRANTOR of any change in Grantee's name, address, or legal status (from a corporate entity to a partnership, etc.) and any change to other information required by this Agreement within thirty (30) days of the effective date of the change.

B. Grantee shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within thirty (30) days following such request.

C. If any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the GRANTOR on or before ten (10) days after the date when due, after notice to Grantee and opportunity to cure, then, at GRANTOR'S discretion, Grantee may be required to pay the GRANTOR a "Late Charge" not to exceed One Hundred Dollars (\$100.00) for each day so past due until the date on which the information is received or the Agreement is terminated.

11.03. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the GRANTOR describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the GRANTOR at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the GRANTOR shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the GRANTOR'S sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the GRANTOR has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the GRANTOR is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources, and Grantee shall undertake any such actions as are, in the pipeline industry, ordinary and commercially reasonable responses to such emergencies. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the GRANTOR of such actions as hereinabove provided.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

12.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the GRANTOR, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the GRANTOR to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person Grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

12.03. Neither tender nor acceptance of any sums payable hereunder nor failure by either party to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of the rights hereunder. Waiver by the GRANTOR of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of either party hereunder or covenant, duty

or obligation hereunder shall be deemed waived by the other party unless such waiver be in writing, signed by a duly authorized representative of the party.

12.04. No provision of this Agreement shall be construed in such a way as to constitute the GRANTOR and Grantee joint venturers or co-partners or to make Grantee the agent of the GRANTOR or make the GRANTOR liable for the debts of Grantee.

12.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

12.06. The terms of this Agreement shall only be binding on the GRANTOR during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the GRANTOR shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

12.07. All monetary obligations of the GRANTOR and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

12.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the GRANTOR by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the GRANTOR is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the GRANTOR not expressly set forth in this Agreement.

12.09. Subject in all respects to Section 12.01 of this Agreement, this Agreement is and shall be subject to any applicable federal or state law, rule, order, or regulation presently or hereafter enacted or adopted to the extent, but only to the extent, that such law, rule, order, or regulation preempts or supersedes GRANTOR'S authority to issue this Agreement or to require any particular obligation of Grantee, provided, however, that in the event of a conflict between any provision of this Agreement and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

#### ARTICLE XIII. RECORDING

13.01. Grantee shall, at its sole cost and expense, record this Agreement in the Tom Green County Real Property Records and provide a certified copy to the GRANTOR within 60 days after the recorded original of this Agreement is returned by the county clerk responsible for such records.

#### ARTICLE XIV. ENTIRE AGREEMENT

14.01. This instrument, including exhibits, constitutes the entire agreement between the GRANTOR and Grantee and no prior written, or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, or extended except by written instrument signed by all parties hereto.

14.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

IN TESTIMONY WHEREOF, witness our hands and the seal of the General Land Office.

**GRANTOR: THE STATE OF TEXAS**

By: \_\_\_\_\_  
DAWN BUCKINGHAM, M.D.  
Commissioner, General Land Office

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

**APPROVED:**

Contents: \_\_\_\_\_JRS\_\_\_\_\_

Legal: \_\_\_\_\_

Deputy: \_\_\_\_\_

DCC: \_\_\_\_\_

CC: \_\_\_\_\_

**GRANTEE: CITY OF SAN ANGELO**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

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

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

**ACKNOWLEDGMENT FOR GRANTEE**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_.  
*(Grantee representative signing this document)*

\_\_\_\_\_  
*(Notary Signature)*

*Notary Stamp*

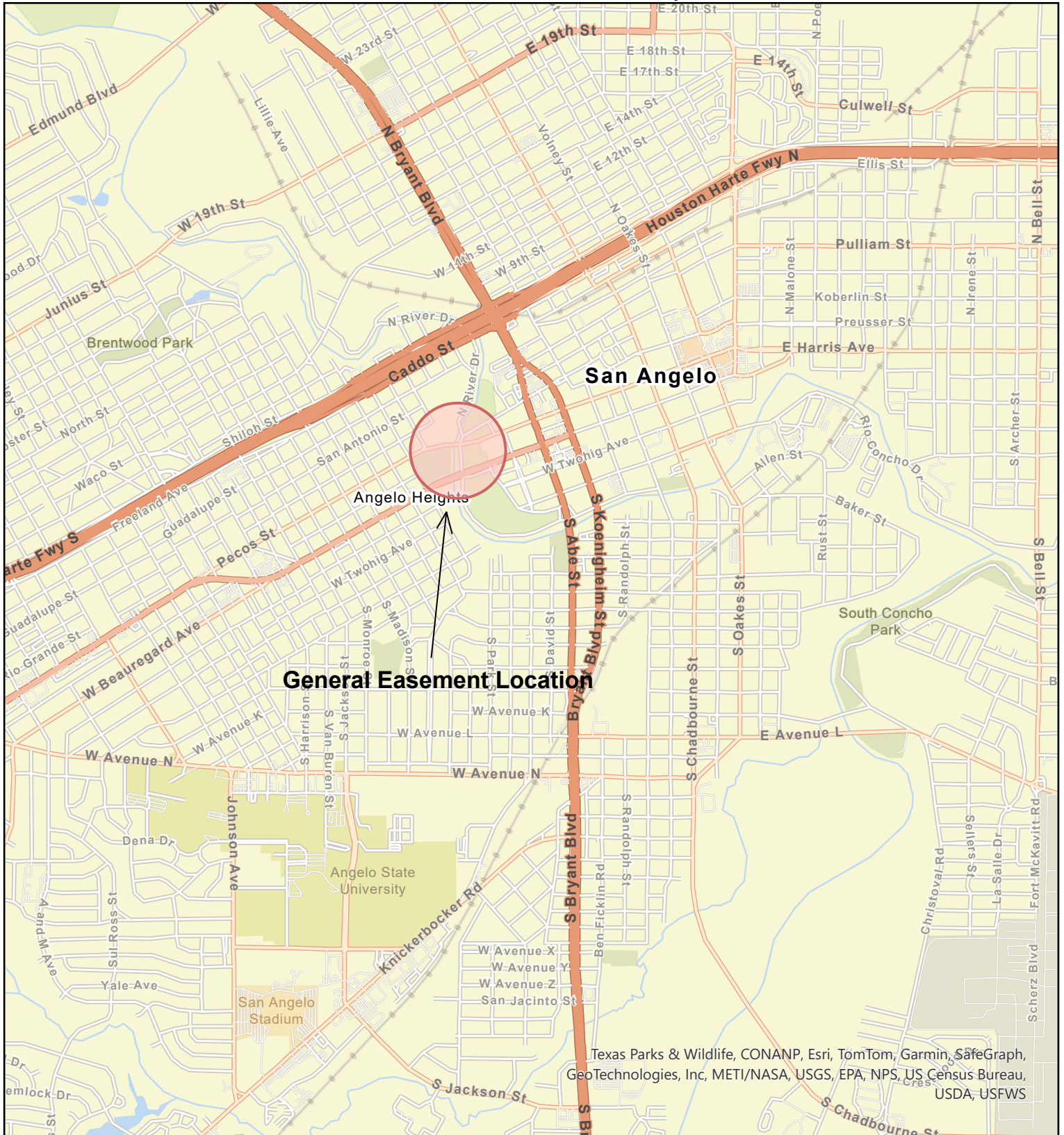
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

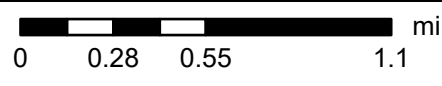
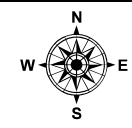


# Vicinity Map

## North Concho River, Tom Green County, Texas



Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

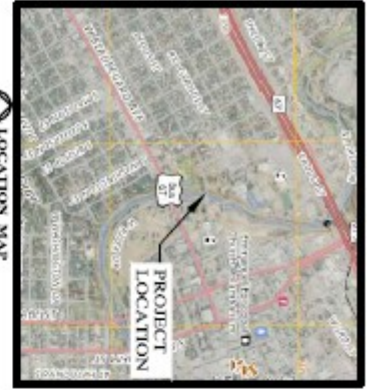


Scale 1:3,009 feet

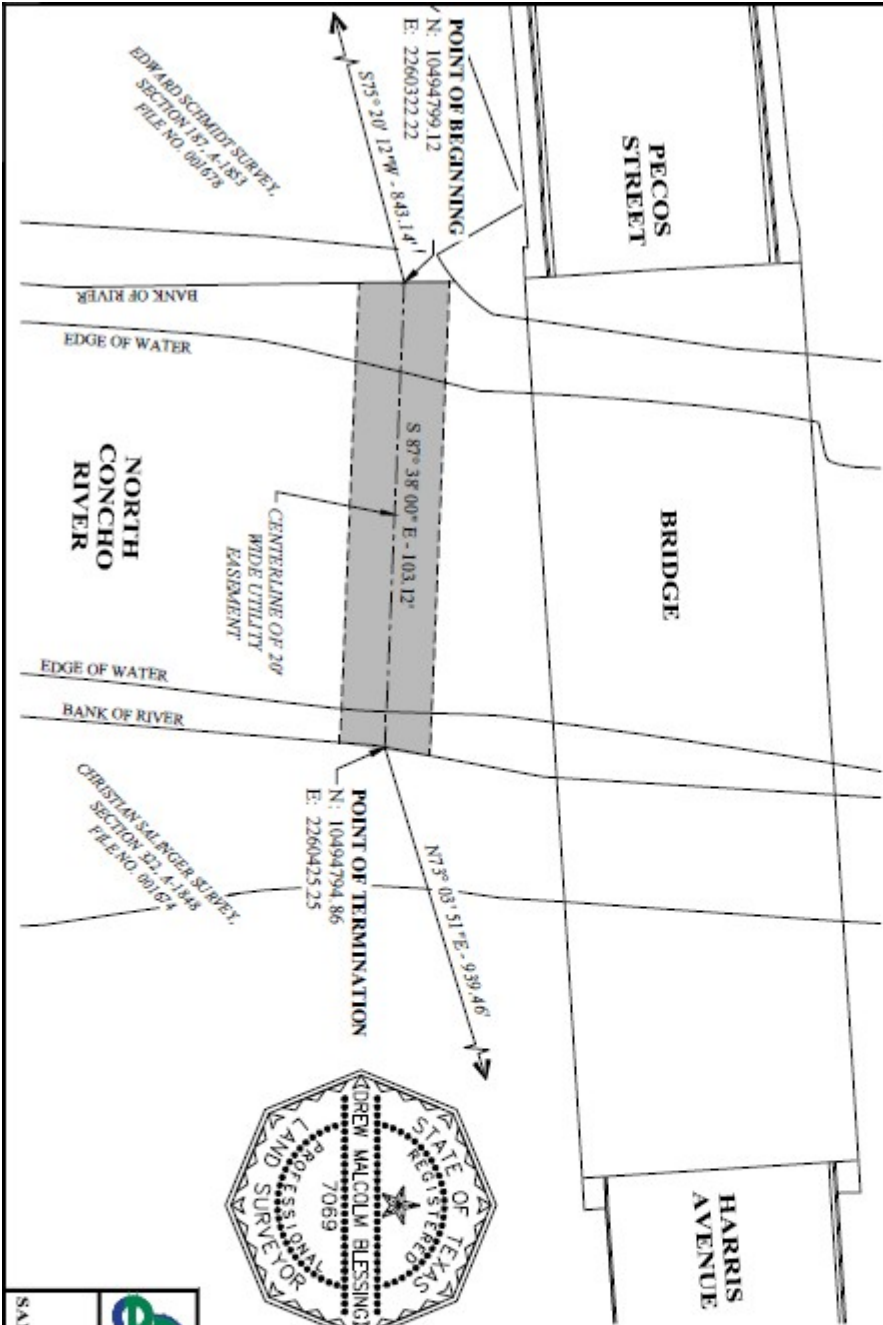
Please review all copyright and disclaimer information from our webpage here. <https://www.glo.texas.gov/policy/index.html>. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

Print Date: 3/19/2026

SURVEY PLAT



LOCATION MAP  
BY GOOGLE



FIELD NOTES

BEING A TWENTY (20) FEET WIDE UTILITY EASEMENT OUT OF THE STATE OF TEXAS LAND CROSSING THE NORTH CONCHO RIVER SITUATED BETWEEN THE EDWARD SCHMIDT SURVEY, SECTION 147, 1-185, FILE NO. 091674 AND THE CHRISTIAN SALINGER SURVEY, SECTION 322, 1-144, FILE NO. 091674, SAID 20' WIDE UTILITY EASEMENT BEING PARALLEL TO, AND TEN (10) FEET PERPENDICULAR TO ON BOTH SIDES, THE FOLLOWING DESCRIBED CENTERLINE:

BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (2011) CENTRAL ZONE 4202 AND ARE DERIVED FROM GPS OBSERVATIONS USING TRIMBLE REAL TIME KINEMATIC (RTK) SURVEYING ON THE ALLTERRA NETWORK.

BEGINNING AT A POINT (N: 10494799.12; E: 2260322.22) IN THE WEST BANK OF THE NORTH CONCHO RIVER, WHERE A ROUND 1 INCH IRON PIPE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF PECOS STREET AND THE WEST RIGHT OF WAY OF SIXTH STREET, A.K.A. PARK STREET, SAME BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 53, ANGELO HEIGHTS ADDITION TO SAN ANGELO, RECORDED IN VOLUME 54, PAGE 168, DEED RECORDS, TOM GREEN COUNTY, TEXAS BEARS 843.14 S 75°20'12" W;

THENCE SOUTH 87 DEGREES 38 MINUTES 00 SECONDS EAST A DISTANCE OF 103.12 FEET TO A POINT (N: 10494794.86; E: 2260425.25) ON THE EAST BANK OF THE NORTH CONCHO RIVER FOR THE POINT OF TERMINATION, FOR A TOTAL LENGTH OF 103.12 FEET, WHERE A FOUND 1 INCH IRON PIPE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF HARRIS AVENUE AND THE WEST RIGHT OF WAY OF DAVID STREET, SAME BEING THE NORTHEAST CORNER OF LOT 20, BLOCK 37, MILLS ADDITIONS NO. 142 TO SAN ANGELO, RECORDED IN VOLUME X, PAGE 134, DEED RECORDS, TOM GREEN COUNTY, TEXAS BEARS 939.46' N 73°03'51" E SURVEYED IN JANUARY 2024.

I, DREW MALCOLM BLESSING, R.P.L.S. #7069, DO HEREBY CERTIFY THAT THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH

OF JANUARY, 2024

DREW MALCOLM BLESSING, R.P.L.S. #7069

DATE 01/27/2026

<p><b>Enprotec   Hibbs &amp; Todd</b> 48104 Spur 1, Suite 100, San Angelo, TX 76901 Tel: 325-798-1111   Fax: 325-798-1112   Email: info@enprotec.com</p>	<p><b>A 20' UTILITY EASEMENT</b></p> <p>OUT OF</p> <p>THE NORTH CONCHO RIVER</p> <p>SAN ANGELO, TOM GREEN COUNTY, TEXAS</p>	<p>SHEET</p> <p>PROJECT NO.</p> <p>DATE</p> <p>AGE</p> <p>REVISIONS</p> <p>DWG</p> <p>CHECKED BY</p>
	<p>PROJECT NO.</p> <p>DATE</p> <p>AGE</p> <p>REVISIONS</p> <p>DWG</p> <p>CHECKED BY</p>	<p>SHEET</p> <p>PROJECT NO.</p> <p>DATE</p> <p>AGE</p> <p>REVISIONS</p> <p>DWG</p> <p>CHECKED BY</p>

# Instructions For Preparing Exhibits For the Following General Land Office Applications:

## Miscellaneous Easements (Pipeline)

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Pipeline/Right-of-Way)** on state land.

The information specified below represents **minimum** requirements of the GLO; additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

### IF SUBMITTING SURVEY PLATS DIGITALLY, PLEASE PROVIDE THE INFORMATION IN ONE OF THE FOLLOWING FORMATS:

- 1. In an ESRI format (i.e. Shape file, E00, or Geodatabase)**
- 2. AutoDesk Map 6 or earlier version in a DWG format.**
- 3. And Projection Information of the data set submitted.**

### A. GENERAL INSTRUCTIONS FOR ALL APPLICATIONS:

- 1. Each map or plat should be 8-1/2" x 11".**
- A one-inch margin should be left at the top edge of each sheet for binding purposes.
- Any shading used to identify specific areas must be reproducible by ordinary copy machines.
- Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (f) project location as follows:
  - if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
  - if on submerged land, then provide county name, waterbody name, and state tract number.
- The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
- 6. Vicinity Map** -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using a U.S.G.S. 7.5-minute topographic map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 1/2" x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
- 7. Project Site Map** -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field

inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). **Additional requirements for preparing Project Site Maps are provided in Section B of this document.**

8. Detailed Project Plan if available -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. The Detailed Project Plan cross-sectional drawing must include notation as to the outside diameter (OD) of all pipelines covered by the easement, and the relationship of the pipeline(s) to any other pipeline(s) in the immediate vicinity.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

**New Pipeline Installations:** Each application for installation of a **new** pipeline must include with the application a profile drawing showing the **proposed** depth of burial at not less than 36" below the surface.

GLO will issue an easement using the **proposed** ROW and depth of burial information. Following installation of the pipeline, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of, and sealed by, a registered professional land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and pipeline elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

**Existing Pipelines:** At time of renewal of a contract for an existing underground pipeline easement, provide the data as required under Section 3.02.(iv) of this easement contract.

**CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS .**

## **B. SPECIFIC INSTRUCTIONS:**

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

### **1. Projects located on Tidally Influenced State-owned lands** (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

Coordinates must be provided at the beginning and ending points of the Rights-of-Way (ROWs) centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

### **2. Projects Across State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:**

#### **a. Upland Tract (State Fee Lands):**

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (whichever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the easement route, the plat shall provide a minimum of one identified point for each 1,000 feet of length. For easement routes, fewer than 1,000 feet long but greater than 500 feet long, one mid-point shall be identified on the survey plat.

#### **b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence.**

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the easement.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Mario Delao, Parks Manager, Parks and Recreation

Meeting Date: April 21, 2026

Item type: Consent Item

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**Caption:**

Consider approving BuyBoard Agreement #781-25 with Soil Express, Inc. for a "not to exceed" amount of \$125,000 for the purchase and installation of engineered wood fiber material used for playground fall-zone safety surfaces in parks throughout San Angelo for the next two fiscal years, and authorizing the City Manager to negotiate and execute all related documents (Mario De La O)

**Staff Recommendation:**

Approve

**Summary/History:**

Consider approving a contract, with Soil Express, Inc. which expires May 2028, and will not to exceed amount to \$125,000, for the purchase and installation of engineered wood fiber material used for playground safety fall zone material surfaces in parks throughout San Angelo for the next two fiscal years.

**Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
1016000	41421		\$30,000
2036019	41421		\$10,000

**Financial Impact:**

This is an annual operational expense for both the Parks Department and the Texas Bank Sports Complex. Each year, we budget between \$30,000 and \$40,000 to cover this cost. In the event of a flood or other natural disaster, the Parks Department may need to allocate additional funds to address increased expenses. The accounts used for this expense are operational accounts 2036019 and 1016000.

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

Mario Delao

**Approvals/Reviews:**

Mario Delao

Carl White

Brandon Dyson

Jeffrey Tomlinson

Jonathan Flores

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: April 21, 2026

Item type: Consent Item

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## **Caption:**

Consider ratifying COSADC approval of Addendum Number 1 to the Parkhill contract for Professional Engineering Services at the Industrial Park in the amount of \$79,000 for additional engineering services (Robert Schneeman)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Parkhill prepared plans for Phase 2.3 of the Industrial Park to the 90% completion stage and submitted them to staff and to City Engineers for review. As a result of City Engineering comments and in order to accommodate future growth to the north and east of Phase 2, there is additional work to be done over and above that which was anticipated under the current contract. The changes require additional survey field work; additional design work and modifications to the hydrology model for storm drain design. The proposed increases are as follows:

Surveying - \$26,500

Drainage Analysis & Final Design - \$42,500

Traffic Circle Final Design - \$10,000

The original contract amount was \$275,000.

The total contract amount with Addendum No. 1 will be \$354,000.

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

## **Financial Impact:**

\$79,000 increase in project budget. An internal Budget Amendment is required.

## **Other Information/Recommendation:**

## **Attachments:**

1. EXHIBIT PARKHILL ADDENDUM NO 1

EXHIBIT PARKHILL ADDENDUM NO 1.pdf

**Presentation:**

Robert Schneeman

**Approvals/Reviews:**

Robert Schneeman

Ryan Gaddy

Brandon Dyson

Holly Crooks

Jeffrey Tomlinson

Jonathan Flores

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

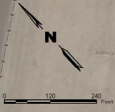
Approved

Approved

Approved

Final Approval

# EXHIBIT PARKHILL ADDENDUM 1



DESIGN TRAFFIC CIRCLE

DESIGN CULVERTS

ADDITIONAL TOPO SURVEY INCL SEWER

ADDITIONAL CHANNEL DESIGN

DESIGN CULVERT

Area : 6.92 Ac.

Area : 6.92 Ac.

Area : 6.92 Ac.

Area : 10.00 Ac.

Area : 11.98 Ac.

HIGHWAY 67



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Charles Michalewicz, Engineer, Water Utilities

Meeting Date: April 21, 2026

Item type: Consent Item

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## **Caption:**

Consider a resolution finding a public purpose and approving a request by West Texas Land Guys San Angelo, LLC., for the City to pay for the material and installation cost differential between an 8-inch diameter and a 12-inch diameter sewer line extension on or along Arden Rd and FM 2288, that will serve the planned Arden Heights Subdivision and potential future development in the area, and authorizing the City Manager to negotiate and execute all necessary documents (John Kaufman)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

West Texas Land Guys San Angelo, LLC is seeking to finalize plats for the planned Arden Heights residential subdivision. Construction of this subdivision will require the extension of necessary sewer infrastructure. The Water Utilities Department is requesting the extension of an existing 12-inch sewer line that runs close to the intersection of Arden Rd and FM 2288 to serve the proposed subdivision development and potential future land development in the area.

City ordinance states that the developer is responsible for the purchase and installation of necessary sewer line infrastructure with the provision that the City will be responsible for the material cost difference between the City's standard 8-inch pipe size and the requested larger pipe size. This request is for the City to cover both the material cost difference between the 8-inch and 12-inch pipe and the installation cost difference for an 8-inch sewer line vs a 12-inch sewer line. The installation cost difference is 30 percent, as allowed by State Statute.

The 12-inch vs 8-inch pipe material cost difference is approximately \$110,025.00. The developer is seeking approval of the additional cost associated with the installation of a larger 12-inch pipe. The installation cost difference is approximately \$42,750.00. The total incremental cost to the city for both the pipe material and the pipe installation will be approximately \$152,775.00 (or \$110,025.00 + \$42,750.00).

The basis of the request is that the developer will purchase the materials and install the 12-inch sewer line that is necessary to provide sewer service for the planned Arden Heights subdivision and potential land development that may occur in the area. This will directly benefit the City of San Angelo as future growth occurs in a westerly direction and ensure that waste water is captured back into the City's system and not discharged through individual septic systems. The developer would be responsible for labor, equipment, placement of bedding material, and any testing associated with the installation of the 12-inch sewer line.

**Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
Water Reclamation			\$152,775.00

**Financial Impact:**

**Other Information/Recommendation:**

This City Council action will benefit the city's future potable reuse program.

**Attachments:**

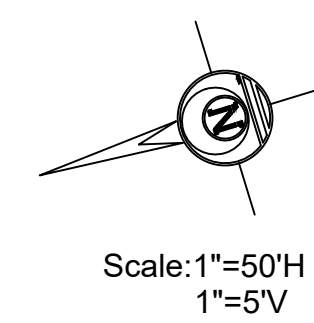
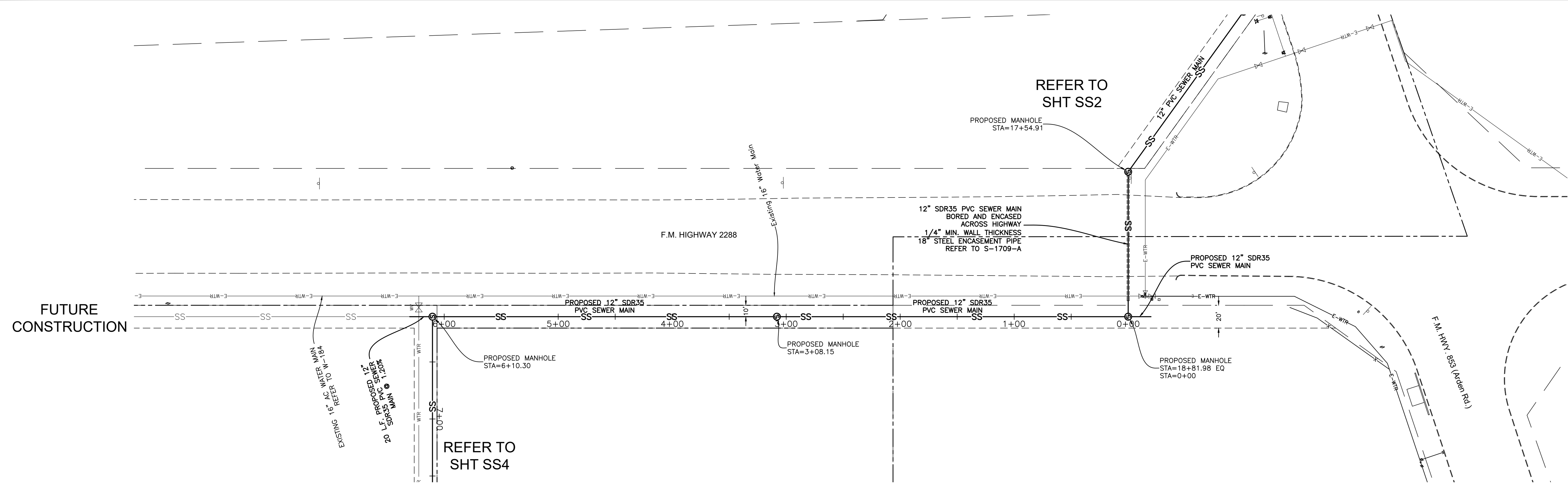
- |    |  |   |
|----|--|---|
| 1. | SS3 SEWER PP   | SS3 SEWER PP.pdf  |
| 2. | SS4 SEWER PP   | SS4 SEWER PP.pdf  |
| 3. | SS5 SEWER PP   | SS5 SEWER PP.pdf  |
| 4. | Letter to City of San Angelo                               | Letter to City of San Angelo.pdf                                |
| 5. | Resolution approving sewer main oversizing - Arden Heights | Resolution approving sewer main oversizing - Arden Heights.docx |

**Presentation:**

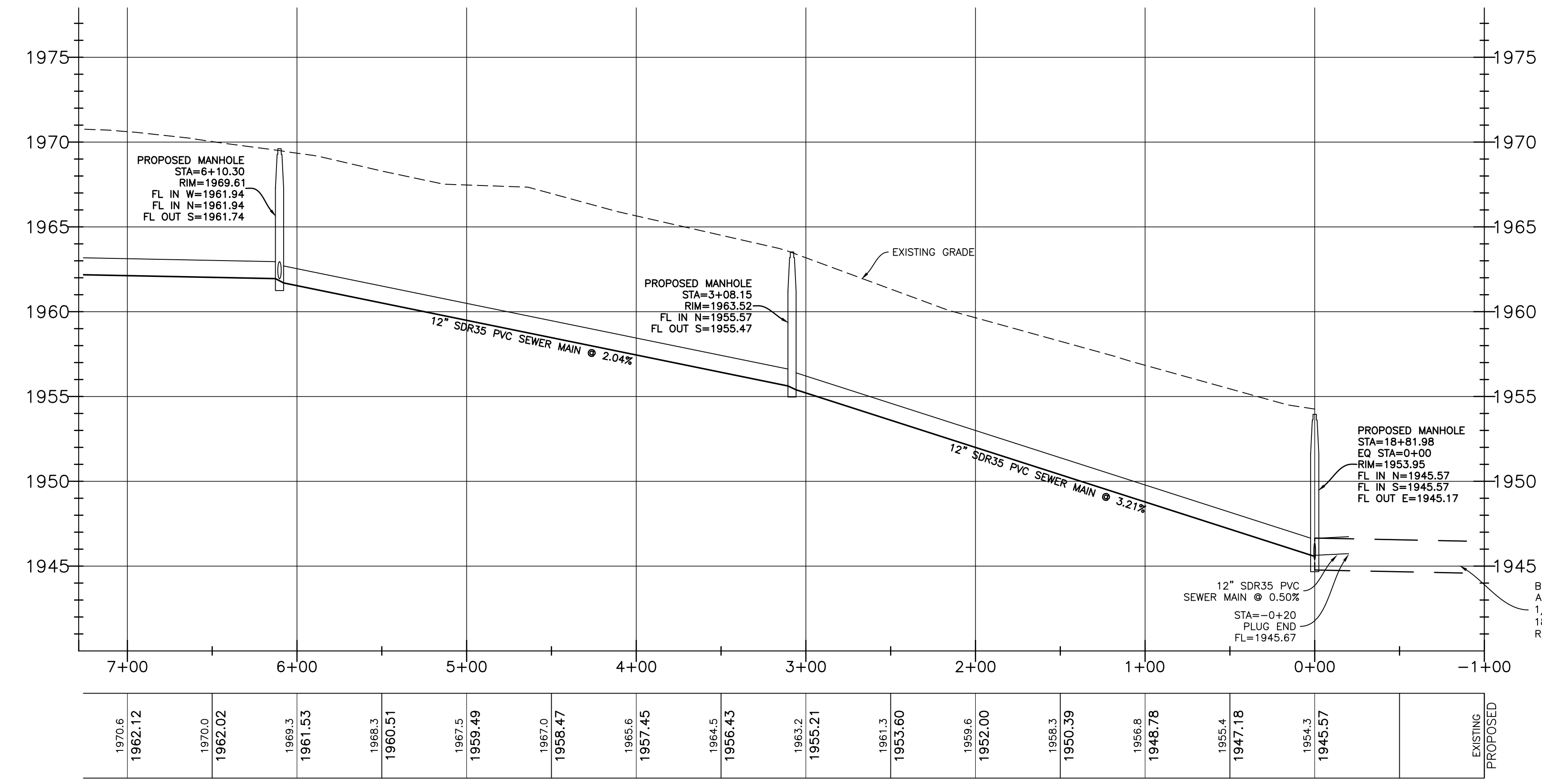
John Kaufman

**Approvals/Reviews:**

Charles Michalewicz	Created/Initiated
John Kaufman	Approved
Shane Kelton	Approved
Brandon Dyson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



Sewer Line A PROFILE



**GENERAL NOTES:**

- All work shall be performed in accordance with the City of San Angelo Water Utility's Standards.
- Municipal water lines are to be constructed in accordance with the 'Rules and Regulations for Public Water Systems', Section 290, as adopted by the TCEQ.
- Sanitary sewer lines are to be constructed in accordance with the Chapter 217, 'Design Criteria for Sewerage Facilities' as adopted by the TCEQ.
- Where water lines and new sewer lines are installed with a separation distance closer than nine feet (i.e., water lines crossing wastewater lines, water lines paralleling wastewater lines, or water lines next to manholes) the installation must meet the requirements of 30 TAC 217.53 (Design of Sewage Systems) or 30 TAC 290.44(e) Water Hygiene).
- Existing line locations are shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete.

- The contractor is responsible for verifying the exact size, type, and location of all utilities and protecting and repairing the same at no additional cost to the owner.
- Prior to beginning work, the installer shall be responsible for ensuring that adequate horizontal and vertical controls are in place for locating the utility line.
- The contractor is responsible for adjusting the tops of all utility features to finished grade after the site work is complete.
- The contractor shall provide the engineer with a set of As-Built drawings showing the constructed flowline and top of manhole elevations and any deviations from the plans.
- For sewer services with less than 24" of cover, the contractor shall either video the line or run a mandrel through the line to verify integrity after the street subgrade is compacted and before the street is paved.
- The contractor shall notify the City of San Angelo Water Utilities Department prior to initiating any on-site water utilities related work.

**COSA UTILITY DETAILS:**

DETAIL	USE
W-BED-1	PIPE EMBEDMENT FOR WATER AND SEWER MAINS
W-SA-MH-A	SEWER MANHOLE
W-SA-LID	SEWER RING AND LID
W-SA-SL-1	SEWER SERVICE

CITY OF SAN ANGELO  
DEPARTMENT OF PUBLIC WORKS

- ACCEPTED
- ACCEPTED AS NOTED

City of San Angelo Water Utilities Department  
Contact Information:  
Engineering Services Division:  
(325) 657-4201

Drawing as to design only. Dimensions and location are not verified, contractor to verify as to plans and/or installation requirements.  
DATE \_\_\_\_\_

**SKG ENGINEERING LLC**  
SURVEYING • ENVIRONMENTAL • LABORATORY  
706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
PHONE: 325.657.1888  
FAX: 325.657.8188  
www.skg.com  
FIRM REGISTRATION NUMBER F-7608

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF RUSSELL L. GOULD, P.E. 87727. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES.  
06.25.2024

WEST TEXAS LAND GUYS  
SAN ANGELO, TEXAS

ARDEN HEIGHTS  
SECTION ONE  
SAN ANGELO, TEXAS

SANITARY SEWER  
PLAN/PROFILE

REVISIONS

NO.	DATE	DESCRIPTION

DWG. BY: DLH      DWG. DATE: 06.25.2024  
JOB NO. 24-E-0068      SHEET NO. SS3  
SCALE: 1"=50'      S-





WEST TEXAS LAND GUYS SAN ANGELO, LLC  
8213 Alcove Avenue  
Lubbock, TX 79424

April 3, 2026

City of San Angelo  
Attention: Shane Kelton  
72 W. College Ave., fourth floor  
City Hall  
San Angelo, TX 76903

Re: Sanitary Sewer Line Extension for Arden Heights (the "Project")

Mr. Kelton:

As we have discussed, West Texas Land Guys San Angelo, LLC (the "Developer") owns certain tracts of land close to the intersection of Arden Road and FM 2288 in San Angelo (commonly referred to as "Arden Heights") and we are planning to develop higher density single family residential lots on the land. When we originally started planning for Arden Heights we planned to build 1 acre single family lots since sewer was not available at the property line. We have shifted from that idea and are planning to build a more traditional subdivision.

In order to begin development, we need to extend the existing sewer line located close to the intersection of Arden Road and FM 2288 to our property line, as more specifically shown on the plans that have previously been submitted to the City and a copy of which are included with this letter. Extending this sewer line will not only make it possible to develop Arden Heights, but will also make sewer available for some of the adjacent property owners which will help continue development in this part of San Angelo.

We had originally planned to install an 8 inch sewer line to serve our development, but after initial conversations with City engineers, we have been asked to install a larger 12 inch sewer line so that it can better serve this area. We will install the 12 inch sewer line and are asking the City to participate in the cost by (i) reimbursing Developer 30% of the costs incurred to install an 8 inch sewer line (since that is what is necessary for Arden Heights) and (ii) reimbursing Developer for 100% of the additional costs incurred to upgrade to a 12 inch sewer line. In other developments we have worked in, the partnership with the City has been based on a Development Agreement by and between the City and Developer which is what we are hoping to do for this development.

Based on rough estimates, the cost to install an 8 inch sewer line is \$366,750.00 and the cost to install a 12 inch sewer line is \$409,500.00. Therefore, we are asking for a reimbursement from the City of \$110,025.00 (for the 8 in line) plus \$42,750.00 (cost to upgrade to 12 in line) for a total of \$152,775.00. Please be aware this is an estimate only and the final amount may change slightly once the construction plans are approved and bid by our subcontractors.

We appreciate your consideration of this request. If you have additional questions or need anything else, please do not hesitate to contact me at (806) 516-4017.

Sincerely,

Staci Heuvel

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING THE PURCHASE OF MATERIALS AND INSTALLATION COST FOR A 12” SEWER LINE EXTENSION ON OR ALONG ARDEN RD. AND FM 2288, TO SERVE THE ARDEN HEIGHTS SUBDIVISION AND FUTURE DEVELOPMENTS, FINDING A PUBLIC PURPOSE FOR SUCH PURCHASE, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS WITH WEST TEXAS LAND GUYS SAN ANGELO, LLC**

**WHEREAS**, a final plat for the Arden Heights – Section 1 subdivision was approved conditioned on the installation of water and wastewater infrastructure necessary to serve such subdivision; and

**WHEREAS**, an 8” sewer main would adequately serve the subdivision, but City has requested that the sewer main be oversized to 12” to plan for future development; and

**WHEREAS**, Chapter 12 of the San Angelo Land Development and Subdivision Ordinance allows for the City’s participation in 100% of the cost difference in oversizing mains and lift stations, and

**WHEREAS**, Section 212.072 of the Texas Local Government Code additionally allows for the City’s participation of up to 30% of the cost of public infrastructure improvements generally, and not limited to oversizing mains or lift stations; and

**WHEREAS**, West Texas Land Guys San Angelo, LLC, owner and developer of the Arden Heights – Section 1 subdivision, has requested City’s participation in paying costs currently estimated at \$110,025.00 for materials to oversize the sewer main to 12”, and \$42,750.00 for installation of the larger main; and

**WHEREAS**, utilizing City funds beyond what is allowed by ordinance would constitute a donation of City funds to a private entity; and

**WHEREAS**, the Texas Constitution requires that before a City can donate public funds to a private entity there must be a finding by City Council that such a donation constitutes a valid public purpose.

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

Part 1: That City Council finds a valid public purpose exists in participating in the costs of oversizing the sewer main and in the installation of the same. That oversizing the sewer main extension will primarily serve and directly benefit the City of San Angelo as future development occurs in a westerly direction.

Part 2: That the Department of Public Works is authorized to participate in the costs as detailed herein (estimated at \$152,775.00) but not to exceed 100% of the cost difference to oversize the sewer main and not to exceed 30% of the installation costs for the same. West Taxes Land Guys San Angelo, LLC would still be responsible for all other costs and expenses related to labor, equipment, gravel embedment, and testing associated with the sewer main installation.

Part 3: That the City Manager is authorized to negotiate and execute any necessary documents with West Texas Land Guys San Angelo, LLC, to effectuate City’s participation as detailed herein.

**PASSED and APPROVED this 21<sup>st</sup> day of April, 2026.**

CITY OF SAN ANGELO, TEXAS

ATTEST:

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

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

APPROVED AS TO FORM

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Angela Bloss, Director of Neighborhood & Family Services, Neighborhood and Family Services

Meeting Date: April 21, 2026

Item type: Consent Item

---

**Caption:**

Consider a resolution authorizing the Animal Services division to accept a donation of \$6,358.97 worth of Simparica from Zoetis Pet Care (Angela Bloss)

**Staff Recommendation:**

Approve

**Summary/History:**

The Animal Services division respectfully requests approval to accept a donation of \$6,358.97 from Zoetis Pet Care.

Acceptance of this donation will enhance the ability to serve citizens without negatively impacting the City's budget.

**Funding Source(s):**

**Financial Impact:**

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

- |    |  |   |
|----|--|---|
| 1. | 260421 Donation Resolution - Simparica | 260421 Donation Resolution - Simparica.docx |
|----|--|---|

**Presentation:**

Angela Bloss

**Approvals/Reviews:**

Angela Bloss	Created/Initiated
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved

Tina Dierschke  
Brandon Dyson  
Heather Stastny

Approved  
Approved  
Final Approval

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL  
ACCEPTING THE DONATION OF \$6,358.97 WORTH OF SIMPARICA TO THE  
SAN ANGELO ANIMAL SERVICES DIVISION**

**WHEREAS**, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

**WHEREAS**, Zoetis Pet Care has offered the City of San Angelo Animal Services Division \$6,358.97 worth of Simparica for program use; and

**WHEREAS**, the San Angelo Animal Services division has use for the Simparica to further the mission and purpose of the program.

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

**Part 1:** That the City of San Angelo hereby accepts a donation of \$6,358.97 worth of Simparica from Zoetis Pet Care.

**Part 2:** That the \$6,358.97 worth of Simparica shall be used in the San Angelo Animal Services Division for program purposes.

**PASSED and APPROVED THIS 21st Day of April 2026.**

CITY OF SAN ANGELO, TEXAS

ATTEST:

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

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

APPROVED AS TO FORM

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



Jonathan Flores  
Tina Dierschke  
Brandon Dyson  
Heather Stastny

Approved  
Approved  
Approved  
Final Approval

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF FUNDS FOR THE PURCHASE OF EQUIPMENT OR TRAINING FOR THE SAN ANGELO POLICE DEPARTMENT.**

**WHEREAS**, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

**WHEREAS**, a Back the Badge Clay Shoot was held to support the Tom Green Sheriff's Office and the San Angelo Police Department; and

**WHEREAS**, the organizers of the clay shoot would like to donate \$45,000 to the City of San Angelo to be used for the purchase of equipment or training for the San Angelo Police Department Police Officers; and

**WHEREAS**, the San Angelo Police Department has uses for the equipment or training that further the mission and purpose of the department.

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

**Part 1:** That the City of San Angelo hereby accepts a donation in the amount of \$45,000 from the organizers of the Back the Badge Clay Shoot.

**Part 2:** That the funds shall be used solely for the purchase of equipment or training for the San Angelo Police Department Sworn Officers.

**PASSED and APPROVED** this 21<sup>st</sup> day of April 2026.

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: April 21, 2026

Item type: Consent Item

---

## **Caption:**

Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority grant for the Police department to combat motor vehicle burglary and theft (Jeremy Cannady)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The FY27 MVCPA Task Force Grant application continues to support the program initiatives from FY26 and expands the program by adding additional personnel and vehicles to the request. The grant application continues to fund the License Plate Reader (LPR) camera leases established in 2026, funds the initial 2 Investigator positions, and pays for the required travel to conferences for program managers.

In the FY27 grant application, a total of 3 investigator positions (adding one) and a new Sergeant position are included in the request, for a total of 4 personnel positions at anticipated adjusted pay levels. Equipment purchases have been added to the FY27 application: 3 trucks and 1 drone for investigators.

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

## **Financial Impact:**

The total Grant request is \$861,432; Grant funds \$717,861 (80%), City cash match \$143,571 (20% of the 80%). The City would be responsible for 20% cash match totaling \$143,571. Cash match actually equals 16.67%.

- Personnel costs are \$96,066 for 4 employees including basic benefits.
- Equipment costs are \$30,666 for 3 vehicles, the LPR cameras, and 1 drone.
- Travel expenses and LPR leases (30) are \$16,839.

## **Other Information/Recommendation:**

## **Attachments:**

1. Motor Vehicle Crime Prevention Authority  
Resolution\_FY2027

Motor Vehicle Crime Prevention Authority  
Resolution\_FY2027.docx

**Presentation:**

Jeremy Cannady

**Approvals/Reviews:**

Gail Smith

Created/Initiated

Travis Griffith

Approved

Brandon Dyson

Approved

Jonathan Flores

Approved

Tina Dierschke

Approved

Brandon Dyson

Approved

Heather Stastny

Final Approval

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT RELATED TO THE 2027 MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT PROGRAM**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

**WHEREAS**, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft, and

**WHEREAS**, City of San Angelo has agreed that in the event of loss or misuse of the grant funds, City of San Angelo assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority,

**WHEREAS**, if awarded the grant, the City of San Angelo agrees to a maximum match of up to twenty percent (20%) of the awarded grant funds.

**NOW THEREFORE, BE IT RESOLVED**, and ordered that Daniel Valenzuela, City Manager, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant program and all other necessary documents to accept said grant, and

**BE IT FURTHER RESOLVED**, that Jeremy M Cannady, Lieutenant, is designated as the Program Director and Gail L Smith, Business & Finance Analyst II, is designated as the Financial Officer for this grant.

Adopted this 21st day of April, 2026.

\_\_\_\_\_  
MAYOR TOM THOMPSON

ATTEST:

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

APPROVED AS TO FORM:

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: April 21, 2026

Item type: Consent Item

---

## **Caption:**

Consider a resolution authorizing the City Manager to apply for and accept a Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Program for the Police Department to combat motor vehicle burglary and theft (Jeremy Cannady)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The San Angelo Police Department is again applying for grant funds from the Texas Department of Motor Vehicle Crime Prevention Authority Catalytic Converter Theft Apprehension Program to continue the program initiated in FY26. The total request for FY27 is \$431,017, with 80% funded by the grant. The FY27 application funds:

- The initial drone program and,
- adds a request to fund the operating systems for the Drone First Responder (DFR), License Plate Reader (LPR), and Real Time Crime Center (RTCC)
- adds request for Integration software for non-DFR Drones.
- adds two civilian positions, 1).a Criminal & Financial Analyst/DFR Drone Pilot, and 2. a DFR Drone Pilot
- adds the travel required by the grant authority.

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

## **Financial Impact:**

The City will be responsible for the matching funds contribution percentage of 16.67% totaling \$71,837.

- Personnel costs \$24,003
- Software and leases \$47,834

## **Other Information/Recommendation:**

**Attachments:**

- |    |   |  |
|----|---|--|
| 1. | Resolution Motor Vehicle Crime Prevention Authority Grant_SB224 | Resolution Motor Vehicle Crime Prevention Authority Grant_SB224.docx |
|----|---|--|

**Presentation:**

Jeremy Cannady

**Approvals/Reviews:**

Gail Smith	Created/Initiated
Travis Griffith	Approved
Brandon Dyson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS  
AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT RELATED TO THE 2027  
MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER  
GRANT PROGRAM**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

**WHEREAS**, this grant program will assist this jurisdiction to combat catalytic converter theft; and

**WHEREAS**, City of San Angelo has agreed that in the event of loss or misuse of the grant funds, City of San Angelo agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

**WHEREAS**, if awarded the grant, the City of San Angelo agrees to a maximum match of up to twenty percent (20%) of the awarded grant funds.

**NOW THEREFORE, BE IT RESOLVED**, and ordered that Daniel Valenzuela, City Manager, is designated as the Authorized Official to apply for, accept decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED**, that Jeremy M Cannady, Lieutenant, is designated as the Program Director and GAIL L SMITH, Business & Finance Analyst II, is designated as the Financial Officer for this grant.

**Adopted this 21<sup>st</sup> day of April 2026.**

**THE CITY OF SAN ANGELO TEXAS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: April 21, 2026

Item type: Consent Item

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## **Caption:**

Consider a resolution calling a joint public hearing of the City Council and the Planning Commission and establishing alternative notice procedures regarding the following Zoning Ordinance Sections:

1. Section 303 "Residential District Intent Statements";
2. Section 313 "Use Table" of the Zoning Ordinance;
3. Section 314 "Residential Structure Types";
4. Section 501 "Residential District Standards";
5. Section 419 "Mobile Food Units";
6. Section 211 "Historic Overlay Zone"; and
7. Section 212 "River Corridor District Overlay Zone, Downtown District Overlay Zone, and Cultural District Overlay Zone" of the Zoning ordinance

And in accordance with applicable law for the following non-zoning items:

1. Exhibit C "Land Development and Subdivision Ordinance," Chapter 9 "Land Development and Subdivision Design Policies," Section V "Sidewalks";
2. Exhibit C "Land Development and Subdivision Ordinance," Chapter 10 "Construction Standards and Specifications," Section III "Widths and Graphic Specifications" (Presentation made by Planning & Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

This is a request to call for a joint meeting of the Planning Commission and the City Council on May 19, 2026, and to allow for an alternative notice process for the Zoning Ordinance items.

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

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

1. CC and PC Joint Hearing Zoning

CC and PC Joint Hearing Zoning.docx

**Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, CALLING A JOINT PUBLIC HEARING OF CITY COUNCIL AND THE PLANNING COMMISSION AND PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN FOR THE JOINT PUBLIC HEARING**

**WHEREAS**, regarding changes in zoning classifications, Texas Local Government Code Section 211.007(d) provides an alternative notice procedure by which a governing body may, by two-thirds vote, prescribe the type of notice to be given of the time and place of a public hearing held jointly by the governing body and the Planning Commission; and,

**WHEREAS**, the San Angelo Zoning Ordinance Section 201(K) provides for this alternative notice procedure as well; and,

**WHEREAS**, under both sections the alternative notice prescribed by City Council is in lieu of, and an alternative to, the standard written and published notice requirements that must normally be satisfied under the Local Government Code and Zoning Ordinance; and,

**WHEREAS**, City Council desires to call a joint public hearing with Planning Commission to consider and take action on the matters detailed herein.

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

Section 1. A joint public hearing with City Council and Planning Commission shall be held Tuesday, May 19, 2026, at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of consideration and possible action on the following agenda items:

- a. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 303 “Residential District Intent Statements,” regarding the creation of the new residential districts development intent.
- b. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 313 “Use Table,” regarding adding the new zoning districts to the table.
- c. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 314 “Residential Structure Types,” regarding the type of structures allowed in residential zoning districts.
- d. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 5 “General Development Standards,” Section 501 “Residential District Standards,” regarding expansion and modification of the Residential Zoning Districts, and modification of additional standards for front and side yards.

- e. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 4 “Specific Use Standards,” Section 419 “Mobile Food Units,” regarding the location and distances for separation in certain areas of the community.
- f. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 2 “Development Review,” Section 211 “Historic Overlay Zone,” regarding review of temporary mobile food units.
- g. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit A “Zoning Ordinance,” Article 2 “Development Review,” Section 212, “River Corridor District Overlay Zone, Downtown District Overlay Zone, and Cultural District Overlay Zone” regarding the review of temporary mobile food units.
- h. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit C “Land Development and Subdivision Ordinance,” Chapter 9 “Land Development and Subdivision Design Policies,” Section V “Sidewalks,” regarding updates to the sidewalk requirements.
- i. First reading and public hearing of an ordinance amending Chapter 12 “Planning & Development,” Exhibit C “Land Development and Subdivision Ordinance,” Chapter 10 “Construction Standards and Specifications,” Section III “Widths and Graphic Specifications,” regarding Right-of-Way and Street Widths.

Section 2. In accordance with Texas Local Government Code Section 211.007(d) and San Angelo Zoning Ordinance Section 201(K), and in accordance with applicable law for non-zoning items, including Texas Local Government Code Chapter 212, notice of the above joint public hearing shall be provided as follows:

- a. Posting of a Special Joint Agenda in accordance with the Texas Open Meetings Act.
- b. As to all agenda items in Section 1 above, notice of the time and place of the joint public hearing shall be published in an official newspaper or a newspaper of general circulation in the City of San Angelo before the 10<sup>th</sup> day before the date of the joint public hearing.

PASSED and APPROVED this 21<sup>st</sup> day of April, 2026.

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

---



Requestor: Sidney Walker, Civic Events Manager, Civic Events

Meeting Date: April 21, 2026

Item type: Regular Item

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**Caption:**

Consider approving a contract for Phase II, the purchase and installation of a Variable Refrigerant Flow System at the McNease Convention Center with Advanced Service Group in the amount of \$115,850 utilizing Civic Events Fund Balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Civic Events Manager Sidney Walker)

**Staff Recommendation:**

Approve

**Summary/History:**

We are seeking authorization to utilize funding from the Civic Events Fund (Fund 410) balance to complete Phase II of the HVAC replacement project at the McNease Convention Center. The project will remove the existing Mitsubishi City multi-system and install a Variable Refrigerant Flow (VRF) System to serve multiple facility areas, including our main office and managers office, east and west restrooms, concession stands, electrical room, and the foyer. We are needing to replace the units due to ongoing maintenance issues and age. These units have not been replaced since the last major renovations in 2008. This phase continues with system upgrades initiated in Fall 2025. Facility Maintenance will oversee implementation. The Civic Events projected fund balance is \$795,585 keeping it above the 90-day fund balance needed.

**Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
Civic Events Fund 410 Balance			\$115,850.00

**Financial Impact:**

City staff has identified Fund 410 (Civic Events) as the funding source for this project. For fund 410, the 90-day fund balance is \$397,109. With this purchase, the fund balance will stay above the 90-day balance needed with a projection of \$795,585 as the ending fund balance.

**Other Information/Recommendation:**

**Attachments:**

1. ASG Quote for VRF System - Convention Center ASG Quote for VRF System - Convention Center.pdf

2. BA Memo -McNeese HVAC

BA Memo -McNeese HVAC.pdf

**Presentation:**

Sidney Walker

**Approvals/Reviews:**

Sidney Walker

Carl White

Brandon Dyson

Jeffrey Tomlinson

Jonathan Flores

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

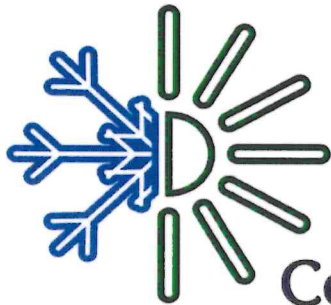
Approved

Approved

Approved

Approved

Final Approval



# ADVANCED SERVICE GROUP

ASG, INC  
TACLA001444C

## Commercial Heat & Air Conditioning

2724 N CHADBOURNE STREET, SAN ANGELO, TX 76903

Ph:(325)653-2616 • Fax:(325)658-3683 • OFFICE@ASGSANANGELO.COM

2, 10 2026

**PROPOSAL SUBMITTED TO:**

Cosa McNease Convention center

**WORK TO BE PERFORMED AT:**

McNease Convention center

**TYPE OF WORK TO BE PERFORMED:** Provide labor, materials, and equipment to remove the existing Mitsubishi City Multi system and replace it with individual HVAC systems serving the areas listed below.

- (1) 12,000 BTU mini for Computer Room
- (1) 12,000 BTU mini for Elevator Room
- (1) 12,000 BTU mini for Office
- (1) 12,000 BTU mini for Manager's Office
- (1) 24,000 BTU mini for Concessions Stand
- (1) 12,000 BTU mini for Electrical Room
- (1) 4-ton split system for East Bathrooms
- (1) 4-ton split system for West Bathrooms
- (1) 4-ton split system for Foyer

Labor	\$ 57,000.00
Heavy Equipment/ Crane	\$ 2,500.00
Units	\$ 47,850.00
Roof pent. & pads	\$ 6,750.00
Permits and fees	\$ 1750.00
<b>Project total</b>	<b>\$ 115,850.00</b>

All material is guaranteed to be as specified, and above work to performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum stated above **PAYMENT TERMS 50% for order 50% for install.** Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance on above work. Workers' Compensation and Public liability insurance on above work to be taken out by A.S.G., Inc.

Respectively Submitted By: Danny Cabana

**Note:** Due to recent industry pricing fluctuations, Advanced Service Group reserves the right to withdraw the proposal if not accepted **within ten (10) days from the date above.**

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Accepted By (printed name): \_\_\_\_\_

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

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

# Memo

**To:** Jonathan Flores, Finance Director  
**From:** Sidney Walker, Civic Events Manager  
**Date:** 04/21/2026  
**Re:** Budget Amendment Request

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Purpose of Budget Amendment Request:

To complete Phase II of the HVAC replacement project at the McNease Convention Center.

Source of Funding:

Civic Events Fund (Fund 410) fund balance

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

Project/Budget to be amended	Revenue	Expense
Civic Events Fund Balance		
Convention Center Buildings		115,850

Additional Comments:

The project will remove the existing Mitsubishi City multi-system and install individual HVAC units to serve multiple facility areas, including our main office and managers office, east and west restrooms, concession stands, electrical room, and the foyer. We are needing to replace the units due to ongoing maintenance issues and age. Units replaced during the last major renovations in 2008. This phase continues system upgrades initiated in Fall 2025 and includes integration of updated Energy-Tel controls. Facility Maintenance will oversee implementation.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: April 21, 2026

Item type: Regular Item

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## **Caption:**

Consideration and possible action on the following:

1. Consider a resolution electing to participate in tax abatement agreements pursuant to the Property Redevelopment & Tax Abatement Act, Chapter 312 of the Texas Tax Code; and
2. First reading and public hearing of an ordinance reauthorizing Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances, which expired October 17, 2025 (Presentation made by Economic Development Project Manager Robert Schneeman)

## **Staff Recommendation:**

Approve

## **Summary/History:**

1. The current tax abatement ordinance, Article 1.09 Taxation, Division 3 Uniform Tax Abatement Policy of the City Code of Ordinances expired October 17, 2025. The State requires the ordinance be renewed every two years to continue to participate in the Tax Abatement program. In order to actually provide a tax abatement to any entity, the City is required to enter into a Tax Abatement Agreement with the specific entity. The City will be required to renew the ordinance, approve a Reinvestment Zone for the entity, and enter into a Tax Abatement Agreement with that entity as well as notifying the Public and other taxing entities of their intent to enter into an agreement. There are a number of steps involved in the process, renewing the Ordinance being only the first step. The City currently has two Tax Abatement projects in progress; Technology Towers on South Loop 306 and Zeppelin Energy Storage on 28th Street. The Zeppelin agreement has been executed but construction has not yet started. The Technology Towers project completed construction and the agreement is being prepared.

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

## **Financial Impact:**

No fiscal impact. ordinance renewal only.

## **Other Information/Recommendation:**

## **Attachments:**

1 Exhibit A	Exhibit A
. DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLI	DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLICY.d
CY	ocx
2 DRAFT Adopting Resolution Abatement Policy	DRAFT Adopting Resolution Abatement Policy 2026.pdf
. 2026	
3 DRAFT Tax Abatement Ordinance	DRAFT Tax Abatement Ordinance.pdf
.	

**Presentation:**

Robert Schneeman

**Approvals/Reviews:**

Robert Schneeman	Created/Initiated
Ryan Gaddy	Approved
Brandon Dyson	Approved
Holly Crooks	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

**EXHIBIT A**  
CHAPTER 1 - GENERAL PROVISIONS  
ARTICLE 1.09 - TAXATION  
DIVISION 3. UNIFORM TAX ABATEMENT POLICY

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***DIVISION 3. UNIFORM TAX ABATEMENT POLICY<sup>1</sup>***

**Sec. 1.09.061 Policy adopted**

The city adopts this policy of tax abatement ("policy") for qualified businesses that proposes a project ("project") to develop, redevelop and improve taxable qualifying real property or tangible personal property located on the real property, or both ("property"). The city is willing to provide a subsidy to a property owner(s) in the form of a special exemption from certain ad valorem taxes provided the real property owner and, where applicable, its lessee, agrees to accept and abide by this policy. The city will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development. Nothing herein shall imply or suggest that the city is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the city council.

**Sec. 1.09.062 Definitions**

***Abatement period.*** (Hereinafter defined) shall be the period of time set out in an abatement agreement approved by City Council; limited, however, to no more than the period prescribed by Chapter 312 of the Texas Tax Code, known as the Property Redevelopment and Tax Abatement Act, as amended. The period of time that the taxes are abated will be referred to as the "abatement period."

***Actual construction.*** Site improvement activity initiated more than 30 days prior to the submission of an application for tax abatement and is concluded with the completion of the project qualifying for tax abatement under this policy.

***First tax year.*** The commencement of construction of the project.

***Permanent job.*** A full-time or full-time equivalent employment position created by the qualified business in which a minimum of 2,080 hours are required annually.

***Property owner.*** As appropriate to the context, either or both of the following:

- (1) The owner of qualifying real property.
- (2) A person or business entity which leases qualifying real property and owns qualifying tangible personal property located on said real property.

***Qualified business.*** A person or business entity that meets the following criteria:

- (1) The person or business entity owns qualifying real property ("real property owner"); or
- (2) The person or business entity leases qualifying real property from the real property owner ("lessee") and authorizes its lessor real property owner to contract on its behalf for tax abatement on the lessee's qualifying tangible personal property; and
- (3) The real property owner or its lessee is engaged in or has provided substantial commitment to initiate the active conduct of trade or business in a reinvestment zone; and
- (4) The real property owner or its lessee is engaged in one or more of the following activities:

- (A) "Manufacturing," as defined by the Standard Industrial Classification (SIC), series 2000 and 3000.
  - (B) "Regional distribution facilities," as defined by SIC Code series 4200, and as further defined by SIC Code 4200, and as further defined by serving areas outside the San Angelo Metropolitan Statistical Area (MSA).
  - (C) "Data processing services," as defined by SIC Code series 4800 or SIC Code series 7300.
  - (D) "Telecommunications services," as defined by SIC Code series 4800 or SIC Code series 7300.
  - (E) "Renovation or restoration" of any commercial building located in a district established by ordinance by the city council as an historic, cultural, heritage, or conservation district, if the value added to the ad valorem tax base is certified by the director of the county appraisal district to be equal to, or greater than, \$30,000.00. Tax abatement will be available for rental residential buildings. Abatement is not available for homes or apartments occupied by their owners. Building enlargement costs do not qualify.
  - (F) "Corporate offices" of eligible businesses and other businesses, including retail establishments, not necessarily listed in the SIC series in subsections (A), (B), (C), and (D) above, as the job and capital criteria are met for the corporate office location.
  - (G) "Battery Energy Storage Systems" which means any system or network containing batteries or similar devices that are connected to an energy generation source and intended to receive and store any portion of energy being produced with the intent or purpose of later transmitting or distributing any or all stored energy for sale or consumption in any part of a publicly available transmission grid.
- (5) The person or business entity or its lessee creates new permanent jobs and capital investment and generally imports new wealth into the city.

**Tax year.** A calendar year.

**Sec. 1.09.063 Abatement schedule**

Subject to the remaining terms of this policy, the abatement of ad valorem taxes on property shall be according to the following formula:

- (1) For projects eligible under section 1.09.062, as defined in the definition "qualified business" subsections (4)(A), (B), (C), (D), (F) and (G):

Percent of Created Value to be Abated not to Exceed	Capital Cost of the Project* or Permanent Jobs**	
20%	\$250,000—\$500,000	5
30%	\$500,001—\$750,000	10
40%	\$750,001—\$1,000,000	15
50%	\$1,000,001—\$2,500,000	20
60%	\$2,500,001—\$5,000,000	25
75%	\$5,000,000 — \$10,000,000	30
85%	Over \$10,000,000	30+

\*Minimum \$250,000.00 capital required

\*\*Minimum of one job required to be created, regardless of capital investment

- 
- (2) For projects eligible under section 1.09.062, as defined in the definition "qualified business" subsections (4)(E): 100% of created value to be abated.

### **Sec. 1.09.064 Tax abatement request procedure**

Prior to beginning the actual construction work on the project proposed for tax abatement, the real property owner requesting tax abatement and its lessee, where the request includes a request for tax abatement on the lessee's qualifying tangible personal property, must submit an official application form to the city and:

- (1) Provide the city with:
  - (A) A description of the project clearly defining the work to be performed;
  - (B) A statement agreeing to expend a designated amount ("project cost") for the project;
  - (C) A separate statement agreeing that the required minimum number of full-time jobs will be created ("required jobs") and maintained during the term of the contract; and
  - (D) An explanation as to how the project will provide long-term significant positive economic benefit to the community, the city and its taxpayers.
- (2) Furnish the city with a written statement that tax abatement will be a significant factor in determining whether the project for the development, redevelopment or improvement of the property will take place.
- (3) Agree to execute a contract (herein so called) with the city containing the covenants and conditions required by the city.

### **Sec. 1.09.065 Contract compliance**

Should the city agree to grant an abatement to the property owner after compliance with the procedure outlined above, then:

- (1) Subject to the terms and conditions of the contract, a stipulated percentage as set forth in section 1.09.063 above of those particular ad valorem real and personal property taxes ("taxes") which are generated by virtue of fair market value created ("created value") solely due to the construction and completion of the project on the real property will be abated.
- (2) The period of construction ("construction period") for the project shall not go beyond the end of the third tax year. During the construction period the property owner must actually expend the project cost and within six months next following the completion of the project must submit to the city receipts verifying expenditures, and a statement that the required jobs have been created. On January 1st of each tax year following completion of the project, the property owner must submit a statement to the city that the required jobs have been continuously maintained.
- (3) Within six months next following the end of the construction period, the project must be in operation, i.e., it must actively serve the purpose for which it is designed.
- (4) In the event the project is either:
  - (A) Not complete at the minimum cost by the end of the construction period;
  - (B) Is timely completed at the minimum cost but is not operational within six months next following the end of the construction period, unless granted a six-month extension by the city council;
  - (C) Is timely completed at the minimum cost of less than \$5,000,000.00 but the required jobs are not created or maintained as set forth in subsection (2); or

- 
- (D) Is timely completed at the minimum cost, is operational within six months next following the end of the construction period and, meets the permanent job requirements as defined in section 1.09.063, but its operations are discontinued for a continuous period of 12 months;
- then the contract shall terminate with respect to the project and so shall the abatement of taxes for the created value of the project. The taxes otherwise abated with respect to the project shall be paid to the city on the date specified by law, or, if such date has passed, then within 60 days of the accelerated termination of the abatement period.
- (5) Employees and/or designated representatives of the city will have access to the project during the term of the contract for inspection purposes so as to determine if the terms and conditions of the contract are being met. All inspections will be made only after the giving of 24-hours' prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the project. Inspections will be made with representatives of the property owner, and in accordance with its safety standards.
- (6) In the event that:
- (A) The property owner allows its ad valorem taxes owed the city to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;
- (B) The property owner violates any of the terms and conditions of the contract, and fails to cure during the cure period (as hereinafter provided); then the contract may be terminated by the city, and all taxes otherwise abated by virtue of the contract will be recaptured and paid to the city by the property owner within 60 days of the termination.
- (7) If on January 1st of any tax year the legally determined fair market value of all realty improvements owned by the real property owner within the jurisdiction of the city ("realty improvements") is less than the legally determined fair market value of all realty improvements as of January 1st of the calendar year in which the contract is executed ("base value") and/or in the event that the real property owner reduces its ad valorem taxes on personal property otherwise payable to the city by participation in a foreign trade zone or by having otherwise taxable property exempt pursuant to special legislation, e.g., the "freeport amendment" ("special treatment"), then the abatement otherwise available shall be reduced for each dollar that the fair market value of realty improvements is less than the base value and, also, for each dollar of tax reduction attributable to special treatment; provided, however, that in no event shall the offset exceed the created value of the project otherwise subject to the abatement of taxes.
- (8) If on January 1st of any tax year the legally determined fair market value of all tangible personal property owned by a lessee owning qualifying tangible personal property within the jurisdiction of the city ("personal property") is less than the legally determined fair market value of all personal property as of January 1st of the calendar year in which the contract is executed ("base value") and/or in the event that the lessee reduces its ad valorem taxes on personal property otherwise payable to the city by participating in a foreign trade zone, then the abatement otherwise available shall be reduced for each dollar that the fair market value of personal property is less than the base value and, also, for each dollar of tax reduction attributable to special treatment; provided, however, that in no event shall the offset exceed the created value of the project otherwise subject to the abatement of taxes.
- (9) Notwithstanding any other provision herein to the contrary, in the event the city adopting this policy is required to adopt a tax rate which would subject the city to a tax rollback election under section 26.07 of the Property Tax Code, and this increase is caused by requirements set forth by the state; mandated by the judiciary; expenses required to repair, rebuild or rehabilitate improvements which are damaged or destroyed; or due to a significant decline in value of a major industrial complex located in the jurisdiction of the city, then the city may allocate the taxable value necessary to reduce the actual rate below the rollback rate to the owners of abated property based on the owner's pro-rata share of the total abated value for the current tax year.

- 
- (10) Should the city determine that the property owner is in default in the terms and conditions of the contract, then the city will notify the property owner at the address stated in the contract of such claimed default, and if such is not cured within 60 days from the date of such notice ("cure period"), the contract may be terminated by the city. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event the notice is effected by personal delivery, the date and hour of actual delivery shall be the time and date of such notice to the business. Absent a postal strike or the stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following 48 hours after the date and hour at which the sealed envelope containing the notice is deposited in the United States mail, properly addressed, and with postage prepaid, shall be the time and date of such notice to the property owner.

**Sec. 1.09.066 Full and final authority**

The city shall have the final decision with respect to interpretation of the policy and, also, as to whether the minimum standards set forth above have been met by the property owner.

**Sec. 1.09.067 Termination**

The policy shall terminate on the second anniversary from the date of its adoption by the city.

**Secs. 1.09.068—1.09.090 Reserved**

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS PURSUANT TO THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, CHAPTER 312 OF THE TEXAS TAX CODE**

**WHEREAS**, the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code (hereafter the “Act”), requires a taxing unit to adopt a resolution stating that the taxing unit elects to become eligible to participate in tax abatement; and

**WHEREAS**, the City Council desires to become eligible to participate in tax abatement as authorized by the Act; and

**WHEREAS**, the Act further requires that a taxing unit establish guidelines and criteria governing tax abatement agreements in order to participate in tax abatement; and

**WHEREAS**, the City Council of the City of San Angelo previously adopted Article 1.09 – Taxation, Division 3 – Uniform Tax Abatement Policy of the City of San Angelo Code of Ordinances, which expired by its terms on October 17, 2025; and

**WHEREAS**, in conjunction with this resolution, the City Council intends to reauthorize the Uniform Tax Abatement Policy through the Code of Ordinances which shall set out the guidelines and criteria governing tax abatement agreements.

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

That the City of San Angelo elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code.

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

CITY OF SAN ANGELO, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, REAUTHORIZING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.09 “TAXATION”, DIVISION 3 “UNIFORM TAX ABATEMENT POLICY”; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code (hereafter the “Act”), requires a taxing unit to adopt guidelines and criteria to become eligible to participate in tax abatement; and

**WHEREAS**, the Act provides that adopted guidelines and criteria are effective for two years from the date adopted; and

**WHEREAS**, the City Council of the City of San Angelo previously adopted Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” of the City of San Angelo Code of Ordinances, which expired by its terms on October 17, 2025; and

**WHEREAS**, the City Council desires to reauthorize the Uniform Tax Abatement Policy for another two year period as provided by the Act.

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

Section 1. That Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” is hereby reauthorized with the same guidelines and criteria previously adopted, to be effective for two years in accordance with the Property Redevelopment and Tax Abatement Act.

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 \_\_\_\_ day of \_\_\_\_\_ 2026 and finally PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026.**

**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: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: April 21, 2026

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance for PD26-01, a request for a zone change from Single-Family Residential to a Planned Development with base zoning of Low-Rise Multifamily Residential, allowing duplexes and quadruplexes located at 620 E. 43rd St. (Presentation made by Planning & Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The requestor has brought forth a proposal to make improvements to their property. The improvements include a rezoning to a planned development for low-rise multifamily units being limited to duplexes, triplexes and duplexes. No larger apartment buildings are allowed. The case came forward to the Planning Commission in February and was tabled at that time asking the applicant to go through a Pre-development meeting and create a concept plan. At the March Planning Commission, the applicants came forward with a concept plan and had scheduled the pre-development meeting; the earliest the meeting could be scheduled was April 9, 2026.

There are concerns from two neighbors. One believes the area needs to stay single-family residential as opposed to multifamily. The second is concern about the condition of the lot currently, as well as loitering and the potential for more traffic, noise, and disruptions in the neighborhood.

City staff have researched the area which is within the Infill designated zone and within one unimproved city block to Lakeview High school. This area continues to grow with infill housing, but the density has yet to come. With this slightly over 1 acre lot, the current zoning would allow up to 25 units. The planned development is seeking to restrict the density to 15 units total. Density allows developers to squeeze a bit more out of the lot for total sales to make it profitable to happen. They will have to replant, improve roads with curbs and gutters, create stormwater solutions, and extend the water and sewer main just to start. This is a big project and if the zoning doesn't come forward in the right way for the local community around them and the developers, it will remain a vacant, overgrown lot.

City Staff recommends approval for this project.

The Planning Commission made a recommendation for approval with a vote of 5 to 1 on March 23rd, 2026

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

**Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

- |    |                                   |                                       |
|----|-----------------------------------|---------------------------------------|
| 1. | PD26-01 - 620 E 43rd Staff Report | PD26-01 - 620 E 43rd Staff Report.pdf |
| 2. | PD26-01 - Ordinance               | PD26-01 - Ordinance.docx              |
| 3. | 620-Sign                          | 620-Sign.jpg                          |
| 4. | Opposition                        | Opposition.pdf                        |

**Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Holly Crooks	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

**STAFF REPORT**  
**PLANNING COMMISSION – March 23, 2026**  
*City Council First Reading – April 21, 2026*

<b>APPLICATION TYPE:</b>		<b>CASE:</b>	
Zone Change		PD26-01: 620 E 43 <sup>rd</sup> St	
<b>SYNOPSIS:</b>			
A request for approval of a zone change from Single-family Residential (RS-1) to a Planned Development (PD26-01) with a base zoning of Low Rise Multifamily Residential (RM-1) for 6 lots located at and to the east of 620 E 43rd St.			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION(S):</b>	
Lots 11-16, located at and the lots to the east of 620 E 43rd St		Acres: 1.379, Lot: 11 THRU 16, Blk: 38, Subd: LAKEVIEW ADDITION	
<b>SM DISTRICT:</b>	<b>ZONING:</b>	<b>FUTURE LAND USE:</b>	<b>SIZE:</b>
SMD #2 – Joe Self Neighborhood – Lakeview	Current: RS-1 Proposed: PD	Neighborhood	1.379 acres
<b>THOROUGHFARE PLAN:</b>			
E 43 <sup>rd</sup> St – Local road Bonham St – Local road			
<b>NOTIFICATIONS:</b>			
29 notices were mailed. At the time of this report, no notices have been returned.			
<b>STAFF RECOMMENDATION:</b>			
Staff recommend <b><u>APPROVAL</u></b> of the zone change from Single-family Residential (RS-1) to a Planned Development (PD26-01) with a base of Low Rise Multifamily Residential (RM-1) for 6 lots.			
<b>PROPERTY OWNER/PETITIONER:</b>			
Owner: Michael Yoakum/Samantha Brooks			
<b>STAFF CONTACT:</b>			
Rae Lineberry Lead Planner (325) 657-4210, Ext. 1533 <a href="mailto:rae.lineberry@sanangelo.gov">rae.lineberry@sanangelo.gov</a>			

**Information:**

This zone change encompasses 6 lots, 4 that are currently undeveloped. The owner would like to use some of their vacant lot to develop a few quadraplexes. The lots are surrounded by residential with Lakeview High two blocks east. The vision plan is neighborhood and according to the new 2025 housing study, median housing is a need. These lots are also in the infill area and can receive help for building residential. A replat may be required. This case was tabled at February's meeting as case Z26-03.

**Planning Commission evaluation of appropriateness.**

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

1. **Compatible with Plans and Policies.** Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.  
The future land use envisioned for this property is Neighborhood. Neighborhood is compatible with multifamily zoning. The owner does plan to build a few duplexes or quadraplexes not an apartment building.
2. **Consistent with Zoning Ordinance.** Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.  
This request does not conflict with the Zoning Ordinance as this area has been residential and is staying residential.
3. **Compatible with Surrounding Area.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.  
The proposed planned development zoning would be compatible with the surrounding area as the subject property is remaining residential and is within walking distance of a high school.
4. **Changed Conditions.** Whether and the extent to which there are changed conditions that require an amendment.  
A zone change to a planned development with a base of Low-Rise Multifamily Residential is necessary for the applicant's plans to develop the property and this zoning provides options for different residential uses.
5. **Effect on Natural Environment.** Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.  
Staff do not anticipate any adverse effects on the nearby natural environment.
6. **Community Need.** Whether and the extent to which the proposed amendment addresses a demonstrated community need.  
A planned development at this location may help to meet a demonstrated community need for available housing and will limit the different types of residential allowed in the area.
7. **Development Patterns.** Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.  
A planned development allowing duplexes or quadraplexes at this location would result in a logical and orderly pattern of development where the lot is staying residential.

**Recommendation:**

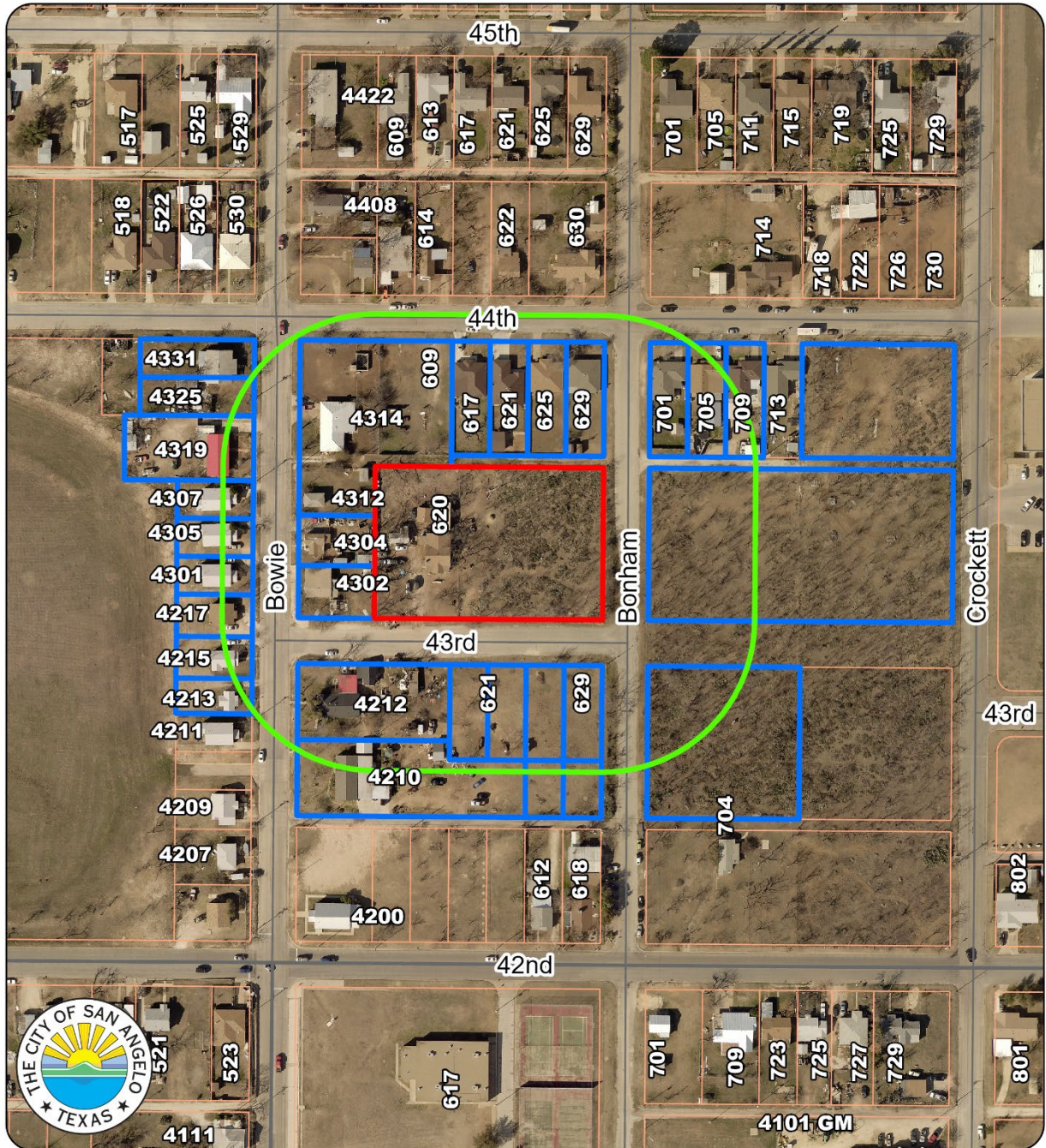
Staff recommend **APPROVAL** of the zone change from Single-family Residential (RS-1) to a Planned Development (PD26-01) with a base of Low Rise Multifamily Residential (RM-1) for 6 lots, subject to four (4) conditions:

1. Applicant must obtain and comply with all necessary Building Permits and complete the Change of Occupancy process.
2. Except as otherwise specified, the development of the subject property shall generally conform to the Low-rise Multifamily (RM-1) Zoning District standards.
3. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands.
4. As part of the Site Plan Review process, applicant must apply for and receive approval of an Urban Design Review (UDR) through the Planning department, where design elements and landscaping are to be considered.

**Attachments:**

Notification Map  
Aerial Map  
Zoning Map  
Vision Map

Notification Map



**Notification Map**  
**Case Z26-03: 620 E 43rd St**

Council District: #2 - Joe Self  
 Neighborhood: Lake View

Scale: 0 0.01 0.02 0.04 0.06 0.08 Miles

200' Range: ———

Subject Property: ———

Notified Properties: ———



Aerial Map



**Aerial Map**

**Case 26-03: 620 E 43rd St**

Council District: #2 - Joe Self  
Neighborhood: Lake View

Scale: 0 0.01 0.01 0.02 0.03 0.04 Miles

200' Range: 

Subject Property: 




Notified Properties: 




Zoning Map



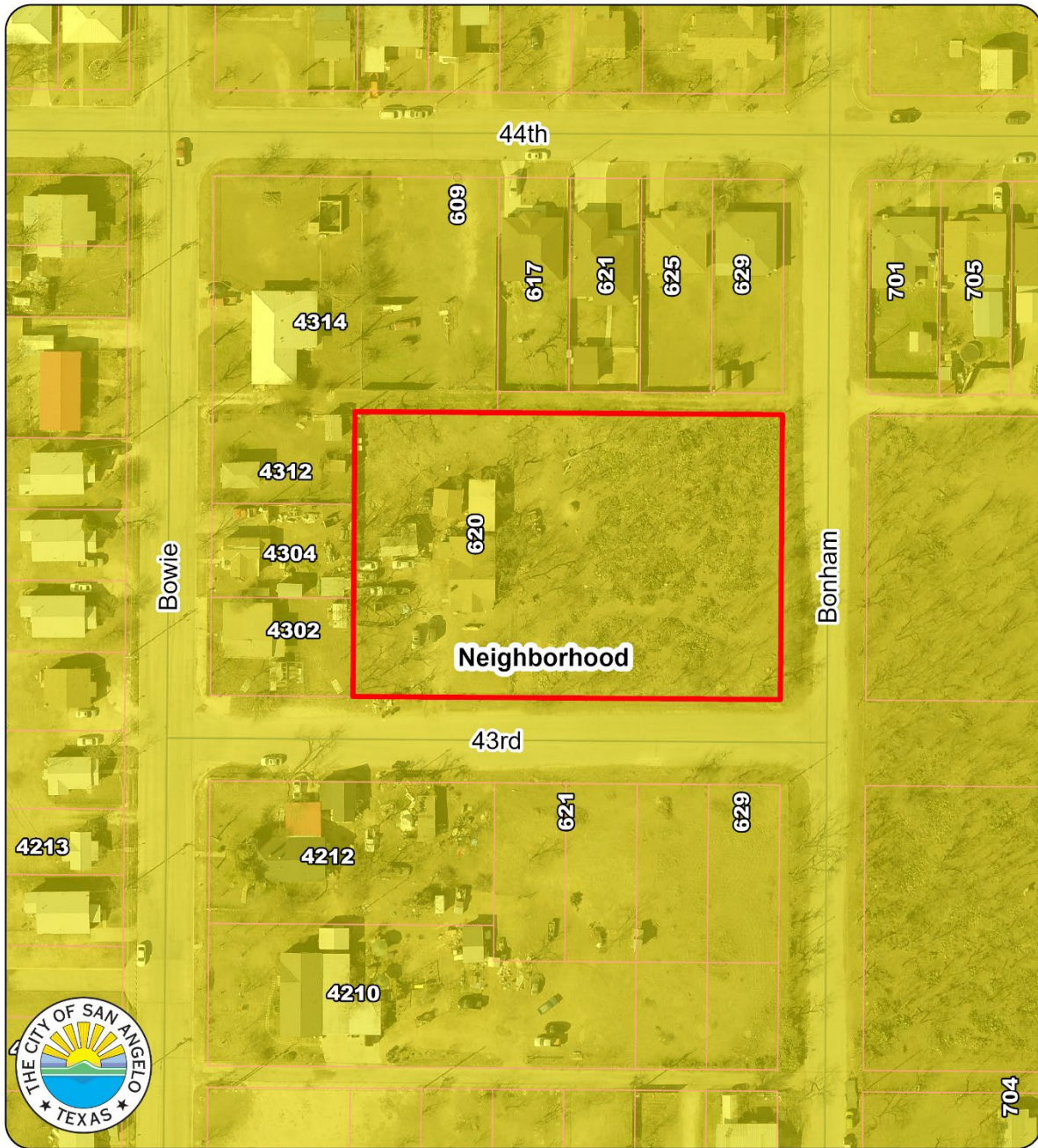
**Zoning Map**  
**Case 26-03: 620 E 43rd St**  
Council District: #2 - Joe Self  
Neighborhood: Lake View

200' Range:   
Subject Property:   
Notified Properties: 

Scale:  Miles







Vision Plan



**Vision Map**  
**Case 26-03: 620 E 43rd St**  
Council District: #2 - Joe Self  
Neighborhood: Lake View

Scale: 0 0.01 0.02 0.03 0.04 Miles

200' Range:   
Subject Property:   
Notified Properties: 



Concept Plan



### Example layout



Sample Pictures



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 1.379 ACRES LOCATED IN BLK 38 OF LAKEVIEW ADDITION, LOTS 11 THRU 16;** FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT WITH A BASE ZONING OF LOW RISE MULTI-FAMILY (RM-1), PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD26-01: 620 E 43<sup>rd</sup> STREET

WHEREAS, on the 23<sup>rd</sup> day of March 2026, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the Planned Development (PD) zoning district; and,

WHEREAS, on the 21<sup>st</sup> day of April 2026, City Council held a public hearing on PD26-01, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned Planned Development (PD26-01) zoning district:

**The real property being approximately 1.379 Acres located Blk 38 of Lakeview Addition, Lots 11 thru 16 also known as 620 E 43<sup>rd</sup> St within the City of San Angelo, Tom Green County, Texas, as more particularly described and depicted on Exhibit “A” of this Ordinance. (“Zone Change Map”).**

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to

implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance (**“Zone Change Map”**).

SECTION 3: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit “B”** of this Ordinance (“Development Conditions”), and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: 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 5: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **21<sup>st</sup> day of April 2026**, and finally PASSED, APPROVED AND ADOPTED on this the **5<sup>th</sup> day of May 2026**.

THE CITY OF SAN ANGELO

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

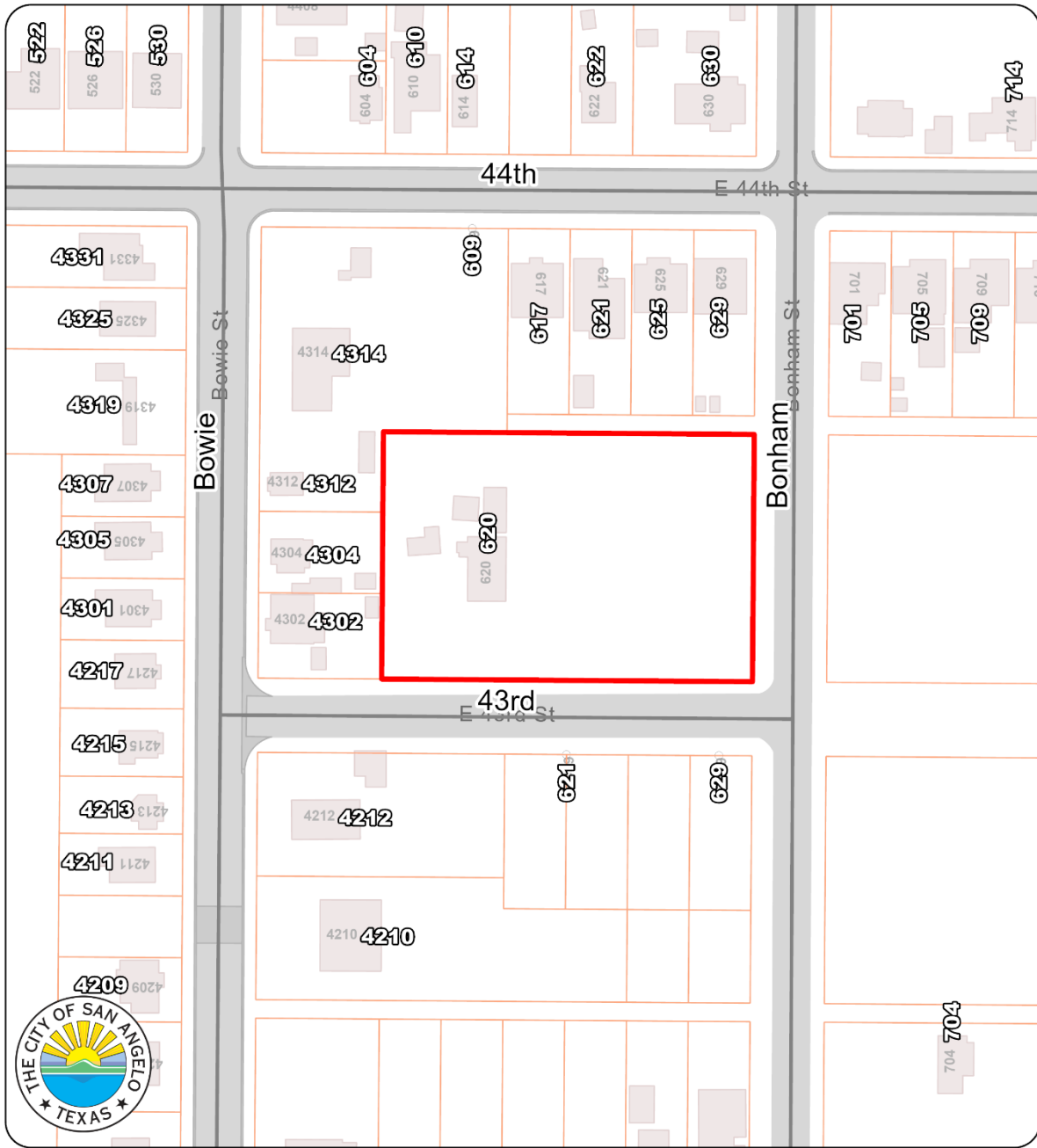
ATTEST:

APPROVED AS TO FORM:

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

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

# Exhibit "A" (Zone Change Map)



## Ordinance Map

Case : PD26-01: 620 E 43rd St

Council District: #2 - Joe Self

Neighborhood: Lake View

Scale: 0 0.00.01 0.02 0.03 0.04 Miles

Subject Property: 

Vision Plan: Neighborhood



## **Exhibit “B” (Development Conditions)**

1. Applicant must obtain and comply with all necessary Building Permits and complete the Change of Occupancy process.
2. Except as otherwise specified, the development of the subject property shall generally conform to the Low-rise Multifamily (RM-1) Zoning District standards.
3. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands.
4. As part of the Site Plan Review process, applicant must apply for and obtain approval of an Urban Design Review (UDR) through the Planning department, where design elements and landscaping are to be considered.
5. This property is allowed up to two short-term rentals.
6. This property has a maximum density of 15 units per acre.
7. This property is limited to duplexes, triplexes and duplexes. No apartment buildings are allowed.
8. This property does not have a Floor Area Ratio but must meet the setbacks listed for the structure type.
9. The applicant is required to have a pre-development meeting before submitting a development application.



Zoning Request Pending  
QR Code  
(325) 657-4210

**From:** [Anne Joseph](#)  
**To:** [\\*Planning](#)  
**Subject:** CASE #: Z26-03: 620 E 43RD ST  
**Date:** Sunday, February 22, 2026 10:59:57 PM

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**CAUTION: This email was received from an EXTERNAL source, use caution when clicking links or opening attachments.**

This is to go on record as **opposing** the request for a zone change from single-family zoning to a low-rise multifamily zoning district for the case identified as CASE #: Z26-03: 620 E 43RD ST

My name is:  
**Anne Joseph**

and

my address is:  
**4314 Bowie St.**  
San Angelo, TX 76903

Thank you for your “NOTICE OF PUBLIC HEARING.”

Sincerely,  
Anne Joseph

Sent from my iPad

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and may constitute attorney work product or be exempt from disclosure under one or more of the following sections of the Texas Public Information Act: SECS. 552.101, 552.103 or 552.107. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: April 21, 2026

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance for :

1. PD26-02, a request for a zone change from a Planned Development district to a new Planned Development district with base zoning of Neighborhood Commercial; and
2. CP26-01, a request for a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center allowing for self-storage units located at 4657 and 4665 Southland Blvd. (Presentation made by Planning & Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

This request is to change from a planned development which would allow multifamily units to a planned development to allow self-storage units along Southland across from Bonham Elementary. The vacant property has not developed as housing at this time and developers want to move forward. The site is 8.986 acres and the underlying zoning request for the planned development is Neighborhood Center. The conceptual drawing has isles for vehicular traffic, parking areas and the units are planned to be enclosed units. One condition is an urban design review (UDR) which will require landscaping and for color elevations to be reviewed by staff. A privacy fence will be required between the housing to the west and this development.

At the planning commission there was discussion about crosswalks to the school and tragic flow. Currently, the design of the self-storage units does not have access to Mills Pass Dr. as a public entrance. Staff and Planning Commission agree keeping the entrances on Southland is better for the neighborhood. The only access on Mills Pass Dr. would be if an emergency exit was required at the site plan stage. Crosswalks would be a Public Works item, unless it is required at the Plat stage of development, not during the rezoning of private land.

Staff recommend approval.

The Planning Commission recommended approval with a 6-0 vote on March 23rd, 2026.

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

## **Financial Impact:**

**Other Information/Recommendation:**

**Attachments:**

- |    |                                  |                                      |
|----|----------------------------------|--------------------------------------|
| 1. | PD26-02 & CP26-01 - Staff Report | PD26-02 & CP26-01 - Staff Report.pdf |
| 2. | CP26-01 - Ordinance v2           | CP26-01 - Ordinance v2.docx          |
| 3. | PD26-02 - Ordinance              | PD26-02 - Ordinance.docx             |
| 4. | C1.1 CONCEPT SITE PLAN (2)       | C1.1 CONCEPT SITE PLAN (2).pdf       |

**Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Holly Crooks	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

**STAFF REPORT**  
**PLANNING COMMISSION – March 23, 2026**  
*City Council First Reading – April 21, 2026*

<b>APPLICATION TYPE:</b>		<b>CASE:</b>	
Planned Development/Comprehensive Plan Amendment		PD26-02 & CP26-01: 4657 & 4665 Southland Blvd	
<b>SYNOPSIS:</b>			
A request for approval of a zone change from a Planned Development district (PD14-01) to a new Planned Development district (PD26-02) with a base zoning of Neighborhood Commercial (CN), allowing for self-storage units, along with a Comprehensive Plan amendment from Neighborhood to Neighborhood Center.			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION(S):</b>	
4657 & 4665 Southland Blvd		Acres: 4.000, Lot: 3, Blk: 1, Subd: COMMUNITY OF FAITH, SECTION 2 BEING 4.0000 ACRES Acres: 4.986, Lot: 1 & 2 SEC 1 REPLAT, Blk: 1, Subd: COMMUNITY OF FAITH	
<b>SM DISTRICT:</b>	<b>ZONING:</b>	<b>FUTURE LAND USE:</b>	<b>SIZE:</b>
SMD #6 – Mary Coffey Neighborhood – Bonham	Current: PD14-01 Proposed: PD26-02	Current: Neighborhood Proposed: Neighborhood Center	8.986 acres
<b>THOROUGHFARE PLAN:</b>			
Southland Blvd – Major Collector Mills Pass – Local Road			
<b>NOTIFICATIONS:</b>			
52 notices were mailed. At the time of this report, no notices have been returned.			
<b>STAFF RECOMMENDATION:</b>			
Staff recommend <b><u>APPROVAL</u></b> of the zone change from PD14-01 to PD26-02, subject to six (6) conditions, and <b><u>APPROVAL</u></b> of a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center.			
<b>PROPERTY OWNER/PETITIONER:</b>			
Owner: Greg Huling			
<b>STAFF CONTACT:</b>			
Austin Reed Senior Planner (325) 657-4210, Ext. 1550 <a href="mailto:austin.reed@sanangelo.gov">austin.reed@sanangelo.gov</a>			

**Information:**

This zone change request encompasses two currently vacant properties over roughly 9 acres which are under a Planned Development district from 2014. This PD was for multifamily residential but never developed as such. Today, the owner seeks to build self-storage units on the property. As a way to place site conditions and protect the surrounding neighborhood, a Planned Development district was suggested to the applicant. As the underlying vision plan is Neighborhood, it is being adjusted to a more appropriate designation of Neighborhood Center. Directly behind this property is a single-family neighborhood, and across the street is Bonham Elementary. To the north is land owned by Sams Club.

**Planning Commission evaluation of appropriateness.**

Section 213(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any rezoning request as outlined in #1 through #7 below:

**1. Compatible with Plans and Policies. Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.**

The future land use envisioned for this property is "Neighborhood", but a change is being requested towards "Neighborhood Center" which would better align with the Planned Development district for self-storage units.

**2. Consistent with Zoning Ordinance. Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.**

This request would not conflict with the Zoning Ordinance in any way and the properties in their current and proposed shapes and sizes would not conflict with any development standards.

**3. Compatible with Surrounding Area. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.**

The proposed Planned Development would be compatible with the surrounding area as it is located along a Major Collector road and the standards implemented through the PD include protections for the abutting residential behind the property.

**4. Changed Conditions. Whether and the extent to which there are changed conditions that require an amendment.**

A zone change to a Planned Development is necessary for the applicant's intentions to now develop the property for storage units.

**5. Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.**

Staff do not anticipate any adverse effects on the nearby natural environment and a drainage study would be required as a part of an accompanying plat, should one be submitted.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

The development of this property for self-storage units may align with the needs of the surrounding community for rentable storage.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

A PD for self-storage units at this location would represent a logical and orderly pattern of development where a low-intensity commercial use acts as a transition from the neighborhood to a major road and further high-intensity commercial to the north.

**Recommendation:**

Staff recommend **APPROVAL** of the zone change from PD14-01 to PD26-02, subject to six (6) conditions, and **APPROVAL** of a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center.

- 1) Except as otherwise specified, the development of the subject property shall generally conform to the Neighborhood Commercial (CN) Zoning District standards.
- 2) Self-service storage as defined within Section 318 of the Zoning Ordinance shall be allowed as a principal land use.
- 3) Applicant must apply for and receive approval of all necessary building permits through the Building Permits and Inspections division.
- 4) As part of the Site Plan Review process, applicant must apply for and receive approval of an Urban Design Review (UDR) through the Planning department, where design elements and landscaping are to be considered.
- 5) Applicant must install and maintain opaque privacy screening along any property boundary adjoining a residential zone or use.
- 6) All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands.

**Attachments:**

Notification Map

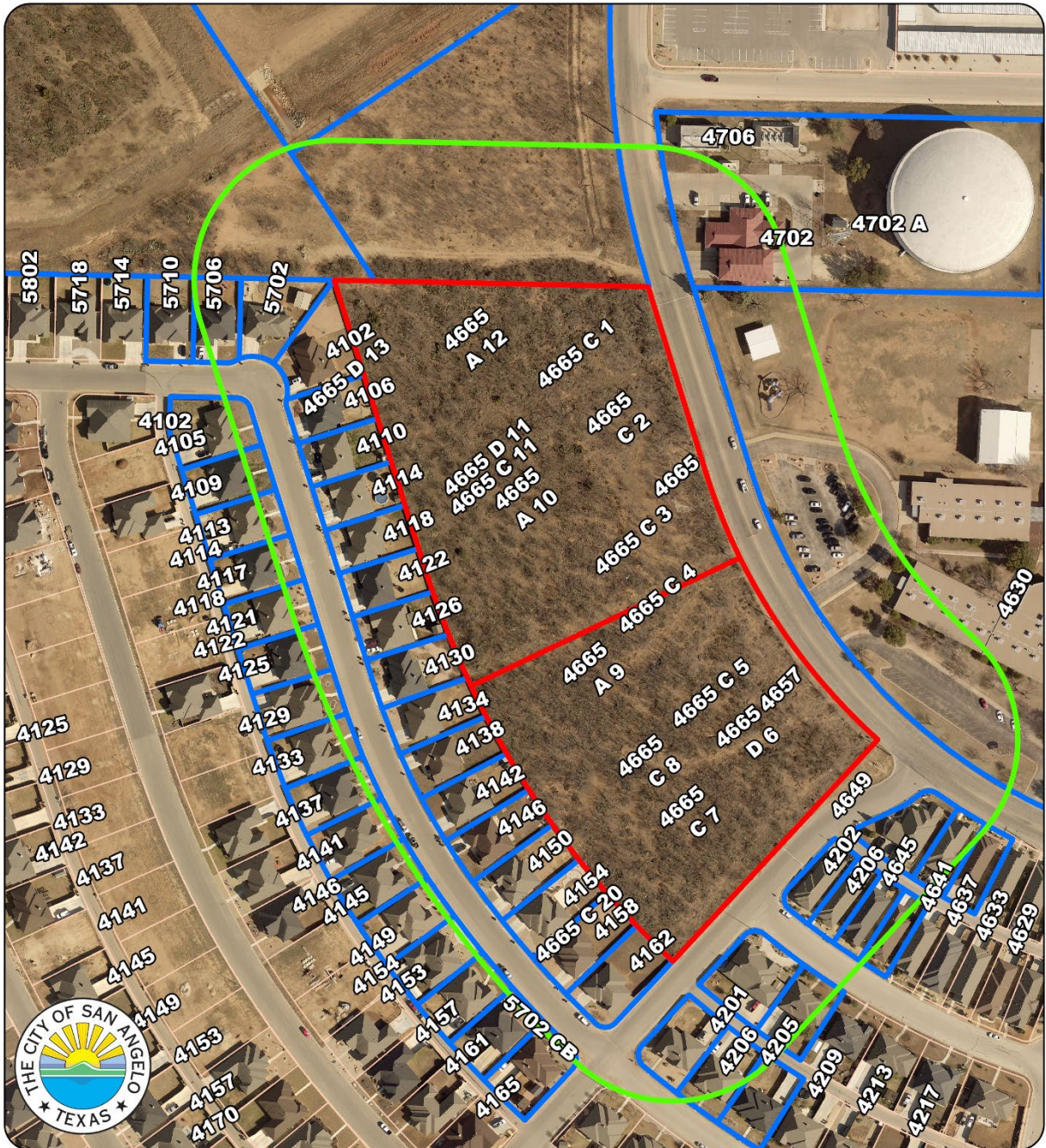
Aerial Map

Zoning Map

Vision Map

(Note: Maps are labeled with "Z26-05" rather than "PD26-02" as the case number changed during our review)

Notification Map



**Notification Map**  
**Z26-05 & CP26-01: 4657 & 4665 Southland**  
 Council District: #6 - Mary Coffey  
 Neighborhood: Bonham

200' Range: —  
 Subject Property: —  
 Notified Properties: —

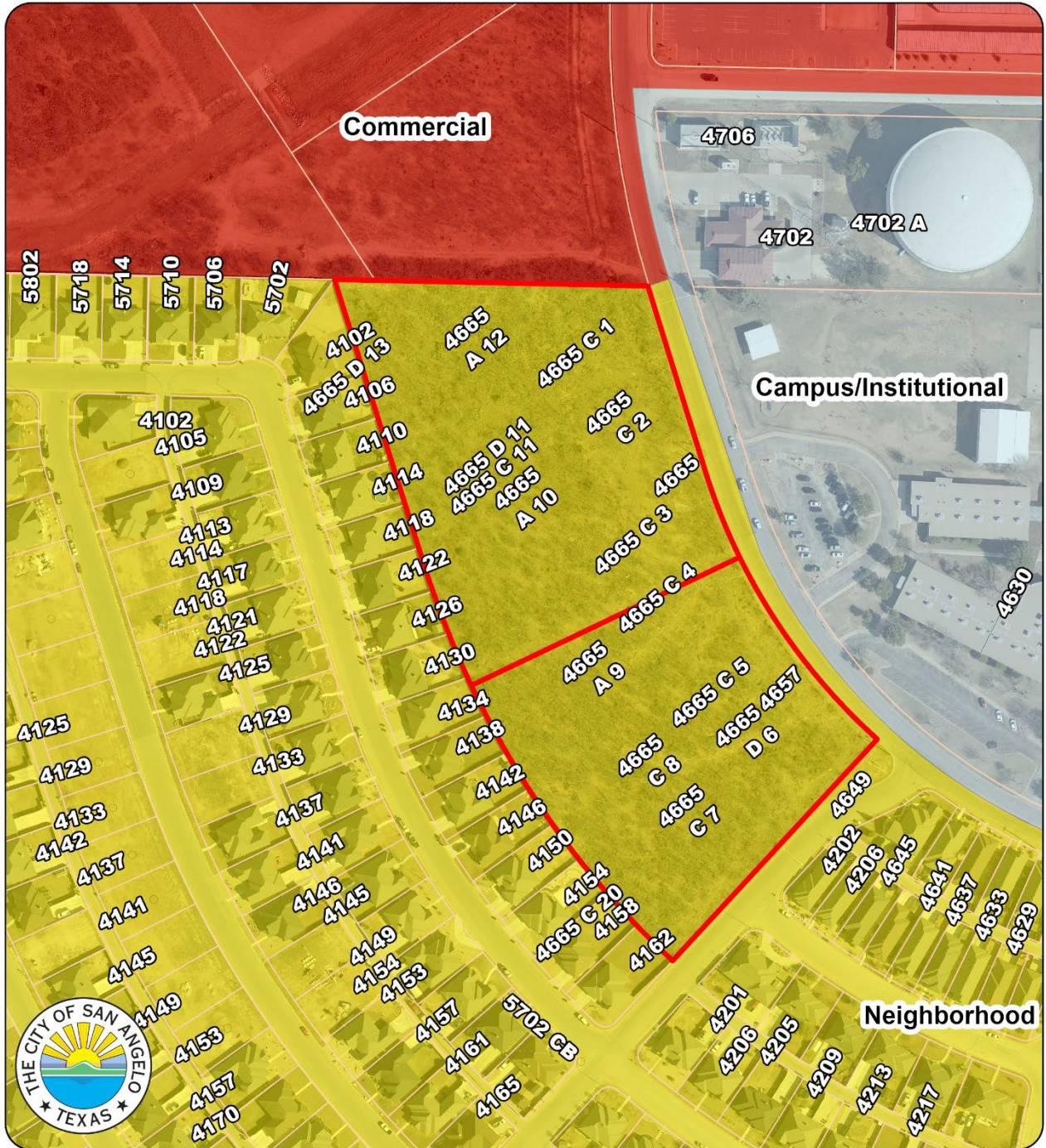
Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles

N





Vision Plan



Vision Map

Z26-05 & CP26-01: 4657 & 4665 Southland

Council District: #6 - Mary Coffey

Neighborhood: Bonham

Subject Property: 

Scale:  0 0.01 0.03 0.05 0.08 0.1 Miles



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS LOCATED AT **APPROXIMATELY 8.986 ACRES INCLUDING ACRES: 4.000, LOT: 3, BLK: 1, SUBD: COMMUNITY OF FAITH, SECTION 2, AND ACRES: 4.986, LOT: 1 & 2 SEC 1 REPLAT, BLK: 1, SUBD: COMMUNITY OF FAITH;** TO "NEIGHBORHOOD CENTER"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: CP26-01: 4657 & 4665 Southland Boulevard

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, on the 23<sup>rd</sup> day of March 2026, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Comprehensive Plan amendment; and,

WHEREAS, on the 21<sup>st</sup> day of April 2026, City Council held a public hearing on CP26-01, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcel as outlined below:

**The real properties generally located at 4657 through 4665 Southland Boulevard, described as Acres: 4.000, Lot: 3, Blk: 1, Subd: Community of Faith, Section 2, and Acres: 4.986, Lot: 1 & 2 Sec 1 Replat, Blk: 1, Subd: Community of Faith, totaling 8.986 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.**

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **21<sup>st</sup> day of April 2026**, and finally PASSED, APPROVED AND ADOPTED on this the **5<sup>th</sup> day of May 2026**.

THE CITY OF SAN ANGELO

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

ATTEST:

APPROVED AS TO FORM:

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

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



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 8.986 ACRES INCLUDING ACRES: 4.000, LOT: 3, BLK: 1, SUBD: COMMUNITY OF FAITH, SECTION 2, AND ACRES: 4.986, LOT: 1 & 2 SEC 1 REPLAT, BLK: 1, SUBD: COMMUNITY OF FAITH;** FROM PLANNED DEVELOPMENT ZONING DISTRICT PD14-01 TO PLANNED DEVELOPMENT ZONING DISTRICT PD26-02 WITH AN UNDERLYING ZONING OF NEIGHBORHOOD COMMERCIAL (CN); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD26-02: 4657 & 4665 Southland Boulevard

WHEREAS, on the 23<sup>rd</sup> day of March 2026, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the Planned Development (PD26-02) Zoning District; and,

WHEREAS, on the 21<sup>st</sup> day of April 2026, City Council held a public hearing on PD26-02, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned Planned Development (PD26-02) Zoning District:

**The real properties generally located at 4657 through 4665 Southland Boulevard, described as Acres: 4.000, Lot: 3, Blk: 1, Subd: Community of Faith, Section 2, and Acres: 4.986, Lot: 1 & 2 Sec 1 Replat, Blk: 1, Subd: Community of Faith, totaling 8.986 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“PD Boundary Map”).**

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance (“**PD Boundary Map**”).

SECTION 3: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit “B”** of this Ordinance (“**Applicable Regulations**”), and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **21<sup>st</sup> day of April 2026**, and finally PASSED, APPROVED AND ADOPTED on this the **5<sup>th</sup> day of May 2026**.

THE CITY OF SAN ANGELO

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

ATTEST:

APPROVED AS TO FORM:

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

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



## **Exhibit “B”**

### **Applicable Regulations**

- 1) Except as otherwise specified, the development of the subject property shall generally conform to the Neighborhood Commercial (CN) Zoning District standards.
- 2) Self-service storage as defined within Section 318 of the Zoning Ordinance shall be allowed as a principal land use.
- 3) Applicant must apply for and receive approval of all necessary building permits through the Building Permits and Inspections division.
- 4) As part of the Site Plan review process, applicant must apply for and receive approval of an Urban Design Review (UDR) through the Planning department, where design elements and landscaping are to be considered.
- 5) Applicant must install and maintain opaque privacy screening along any property boundary adjoining a residential zone or use.
- 6) All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands.



## Board and Commissions Application

NOTE: This application is a public record. Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

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Boards and commissions help shape the policies and priorities of the City of San Angelo. These appointed groups – made up of residents, subject matter experts and civic leaders –advise on issues ranging from planning and public safety to the arts and environmental sustainability.

By offering a structured way for the public to engage with local government, boards and commissions promote transparency, accountability and inclusive decision-making. Their work helps build public trust and ensures diverse voices are part of shaping San Angelo's future.

---

Name	Todd Smith
Email Address	[REDACTED]
Address	[REDACTED]
City	San Angelo
State	TX
Zip Code	76904
Phone Number	[REDACTED]
Registered San Angelo voter? (yes or no)	Yes
Resident of San Angelo since: (year)	1991
City Council Single-member District in which you reside:	San Angelo
Occupation/business affiliation:	Snider Technology
Occupation/business address:	Loop 306 San Angelo Tx 76904

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Title/position:	Business connectivity consultant
By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.	Yes
Today's date and time	11/18/2025 10:18 AM
Applying for:	Zoning Board of Adjustment
Recommended by:	Andi Marquee, Mary Coffey
Based on your board selection, do you meet the membership criteria outlined on the PDF version of the application/Board Ordinance?	Yes
If no, which criteria?	None
Tell us about yourself	
Education and/or professional licenses	American Commercial College -Computer Maintenance and Electronics
Current municipal and civic organization memberships (positions and dates)	Board Chair Elect United Way Concho Valley President -San Angelo Pachyderm Club President-Concho Valley Technology Alliance
Previous municipal experience (positions, dates, where)	None
What personal qualifications can you bring to the board?	I bring insites about technology and tech companies. I'm able to read blueprints, read rules and regulations. I'm also able to help streamline processes.

What is your personal vision for the City? San Angelo will be the next technology hub. With its location, future highways, and vision. San Angelo can be that.

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Why do you want to serve on this board? I want to make San Angelo better.

---

Is there anything else you would like to share about yourself? I've had a wide area of training, from installation of security and fire alarms, followed regulations. To telecommunications, to installation of outdoor signs, and minor construction. I feel I have a lot to bring to this position.

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The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at 325-657-4405.

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