



City Council Agenda 5/5/2026

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held May 5, 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. Recognition of May 8, 2026, as SAISD Difference Maker Day
- b. Proclamation for May 2026 as Motorcycle Awareness Month
- c. Proclamation of May 2026 as Historic Preservation Month
- d. Proclamation of May 2026 as Mental Health Awareness Month
- e. Proclamation of May 2026 as Community Action 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 awarding Task Order #12 under IDIQ contract PW-01-23 Engineering Services for Architectural and Engineering Design Work to construct 4 large dog kennel buildings to Freese & Nichols, Inc. in an amount of \$498,953 for Architectural, Civil, Mechanical, Plumbing, and Electrical Engineering design documents, and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)
- b. Consider authorizing the City Manager to negotiate and execute an amendment to the Memorandum of Understanding for a Joint Curatorial Lab and Storage Space between the City of San Angelo and the San Angelo Museum of Fine Arts regarding termination provisions (Bob Bluthardt)
- c. Consider a resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement related to a grant award from the Texas Department of Transportation under its Transportation Alternatives Set-Aside Program for the Chadbourne Corridor Accessibility Project (Patrick Frerich)
- d. Consider a resolution requesting financial assistance from the Texas Water Development Board from the Water Supply and Infrastructure Grant program for the Randolph Street Transmission Line Replacement Project, and authorizing the City Manager to execute necessary documents (John Kaufman)

- e. Second reading 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 (Robert Schneeman)
- f. Second reading 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. (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. Presentation of the Downtown San Angelo, Inc. biannual report (Presentation made by DSA Executive Director Monica Ramos)
- b. Consider approving the purchase and replacement of seventeen HVAC roof units at the Chase and Texas Workforce buildings under TIPS contract #25010501 for \$204,920.32 sourced from State Office Building fund balance, by Duncan Mechanical Services of San Angelo, Texas, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Fort Concho Senior Manager Bob Bluthardt)
- c. First reading and public hearing of ordinances to adopt land use regulations for Data Centers through a Conditional Use process within the Light Manufacturing and Heavy Manufacturing zoning districts by amending Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" as follows:
 - 1. Amending Article 3 "Use Regulations," Section 313 "Use Table"; and
 - 2. Amending Article 4 "Specific Use Standards" by creating a new Section 430 "Data Centers" (Presentation made by Planning and 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
- b. Section 551.071 - Consultation with attorney regarding City water projects
- c. Section 551.071 - Consultation with attorney about pending or contemplated litigation and the possibility of a claim settlement with claimants Nicholas Phillipus and Hailey Padgett
- d. Section 551.071 — Consultation with attorney regarding Open Meetings Act, Public Information Act, and Council code of conduct

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed

b. 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 29th day of April 2029, at 5:00 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.

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.

Recognition

San Angelo Independent School District educators and staff impact the future of San Angelo daily – through their care for, and dedication and commitment to, the children of our city.

Their impact begins the moment a child steps on a bus, walks through the school door, is fed a nourishing breakfast and lunch, and continues throughout the day until the last bell, and beyond. Educators and the entire San Angelo ISD team make a difference in each child’s life, and with over 12,000 students, this is an incredible impact on our community.

Today, we acknowledge the special commitment our San Angelo ISD educators and staff have on the well-being of our children. They provide a relevant and inspiring education that prepares future-ready graduates. These graduates may one day care for your loved ones as a nurse or doctor at a local hospital, address cybersecurity threats that impact our community, create beautiful artwork or music for others to enjoy, or go on to teach the next generation of San Angeloans.

At San Angelo ISD, they often say, “Our people make the difference,” and today we honor the San Angelo Difference Makers, those who inspire and prepare our students and support their hopes and dreams.

Therefore, I, Tom Thompson, Mayor of the City of San Angelo, Texas, on behalf of the City Council, and together with the San Angelo Independent School District do hereby recognize May 8, 2026, as

SAISD DIFFERENCE MAKER DAY

and thank all SAISD educators and staff for their dedicated service to our students and families and urge all citizens to acknowledge the occasion of this day.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 5th day of May 2026.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

Poderosas MC, as members of the Texas Council of Clubs and Independent Riders; with support from the National Safety Council, TXDOT, and local motorcycle enthusiasts throughout the area, would like to remind all local road and highway travelers that the Month of May is nationally designated as Motorcycle Awareness Month.

During this time, motorists are reminded of the seasonal return and greater frequency of motorcycle enthusiasts to our Texas roadways. Due to the smaller size of motorcycles in comparison to other vehicles, motorcycles are often easily ignored or overlooked in regular traffic flow. This is why all motorists are encouraged to look twice for motorcycles at intersections, when performing lane changes, whenever passing other vehicles, including other motorcycles, or just when generally traveling near motorcycles.

Also, motorcyclists are encouraged to operate their motorcycles in a defensive manner that is within the laws and regulations of the respective roads being traveled. Respectively, all motorists and motorcyclists are equally encouraged to look twice as they drive or ride; both during Motorcycle Awareness Month and throughout the year so that we can all promote safety and end the streak of accidents, injuries, and deaths on our Texas roads.

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

MOTORCYCLE AWARENESS MONTH

in San Angelo, Texas, and encourage everyone to share the road safely while remembering to look twice for motorcycles.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 5th day of May 2026.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

Historic Preservation Month was first recognized as an annual week-long celebration in 1973, commemorating preservation progress and the benefits associated with such efforts. The National Trust for Historic Preservation later extended the celebration to a full month in 2005 to provide an even greater opportunity to honor the diverse and unique heritage of our country's cities and states.

As the United States marks the 250th anniversary of the United States Declaration of Independence, this year's Preservation Month invites us to reflect on the places that bring its enduring promise to life: a promise that all people are created equal. It is a time to celebrate our historic sites, neighborhoods, and landmarks that tell the full American story, and to recognize the ongoing work of preservationists who ensure these places endure for future generations.

In our city, Downtown San Angelo Inc. works to revitalize and preserve our historic downtown while keeping people at the heart of every effort. Through the Main Street 4-Point Approach, including design, economic restructuring, organization, and promotion, the organization supports local businesses, celebrates community traditions, and protects the character that makes downtown unique. With over 20 years invested in San Angelo's rich history, Downtown San Angelo Inc. has helped guide thoughtful growth and transformation while ensuring the stories, spaces, and sense of place that define our community continue to thrive.

Safeguarding historic parts of our city, like Fort Concho, the Roosevelt Lofts, and Historic Block One, in ways that continue to grow with our community's needs is exactly what this month is about recognizing. The beauty of living life and laughing on the same streets as our ancestors, while learning from their lessons, allows for progress that continues to shape San Angelo today and the stories that define us.

Preservation connects our past and future in a way that benefits every citizen and local business, both culturally and economically, by strengthening community identity and supporting continued growth. It is through these places and the people that fill them that we find connection, inspiration, and a shared sense of belonging, a promise that our past and present will guide us together, hand in hand, toward a better future for all.

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

HISTORIC PRESERVATION MONTH

in San Angelo, Texas, and urge the community to celebrate and recognize the importance of preserving and revitalizing the places that tell our story and shape our legacy for generations to come.

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 5th day of May 2026.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

Mental Health Awareness Month, observed each May, provides an important opportunity to increase public understanding of mental health conditions, reduce stigma and discrimination, and highlight the value of prevention, treatment, and recovery supports.

Mental health is an essential component of overall health and well-being. It supports an individual's ability to think clearly, maintain relationships, remain productive, adapt to change, and manage life's challenges. Mental illness affects people of all ages, cultures, and socioeconomic backgrounds. Each year, approximately one in five adults experiences a mental health condition, and one in twenty adults experiences serious mental illness.

Mental health conditions, like physical health conditions, can significantly impact an individual's quality of life, employment, family relationships, and community involvement. They should be addressed with the same care, compassion, and importance as physical illness. Yet, despite the availability of effective treatments, nearly sixty percent of adults nationwide do not receive the mental health care they need.

Open dialogue, education, and understanding are critical to reducing stigma and ensuring that individuals feel supported and empowered to seek help. Organizations such as MHMR Concho Valley, along with community partners, play a vital role in providing services, education, and advocacy for individuals and families living with mental illness in the City of San Angelo.

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 May 2026, as

MENTAL HEALTH AWARENESS MONTH

Mental wellness is a shared responsibility, and every resident has a role in supporting prevention efforts, strengthening access to care, and creating a compassionate community where no one feels alone.

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 5th day of May 2026.

Tom Thompson
Mayor of the City of San Angelo

Proclamation

Established as part of Lyndon B. Johnson's war on poverty through the 1964 Economic Opportunity Act, Community Action Agencies have provided essential services to address and alleviate the causes and conditions of poverty for our community's most vulnerable neighbors. Founded in 1966, Concho Valley Community Action Agency has a six-decade history of providing assistance and promoting self-sufficiency for citizens of limited income across 11 counties in the Concho Valley.

Concho Valley Community Action Agency has been serving communities through impactful services such as access to safe housing, financial empowerment and education, reducing energy burden with energy-savings and utility payment programs, advocacy, and contributing to the economic vitality of the Concho Valley.

With a mission of helping people and changing lives, Concho Valley Community Action Agency has helped to make our region a better place to live, work, and play. Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community and are dedicated to helping people help themselves and each other.

The month is recognized nationally as Community Action Month to raise awareness of the important work being done to empower individuals, strengthen families, and build resilient communities. Community Action Agencies play a vital role in helping communities respond to economic challenges, natural and human-made disasters, and public health crises, while fostering long-term stability and opportunity.

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

Community Action Month

in San Angelo, Texas and encourage all residents to recognize and support the important work of Concho Valley Community Action Agency.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 5th day of May 2026.

Tom Thompson
Mayor of the City of San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Construction Manager, Construction Management

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Consider awarding Task Order #12 under IDIQ contract PW-01-23 Engineering Services for Architectural and Engineering Design Work to construct 4 large dog kennel buildings to Freese & Nichols, Inc. in an amount of \$498,953 for Architectural, Civil, Mechanical, Plumbing, and Electrical Engineering design documents, and authorizing the City Manager to negotiate and execute all related documents (Alfonso Torres)

Staff Recommendation:

Approve

Summary/History:

This proposal is for Engineering services for the design of Four Large Dog Kennels and associated landscaping and support systems. The services include the following:

- Developing Site Layout
- Four new dog kennels including indoor/outdoor kennel areas
- Area for food storage/preparation
- Structural design
- Mechanical, Electrical, and Plumbing design
- New transformer design and Engineering
- Civil plans including site layout and drainage
- Landscape plan and irrigation
- Probably cost estimate

The Animal Shelter facility is in dire need of upgrades. The original plan to rehabilitate the existing large dog kennel space was recently reevaluated and it was decided that while the proposed modifications would improve some of the poor conditions in the space, it would still not address current practices of animal care in regards to the health and wellbeing of the animals. Council directed staff to follow this new recommendation to create smaller kennel buildings which would address multiple issues that could not be addressed in the existing space (access to outside space/fresh air, smaller buildings for less noise, smaller buildings to address ventilation better, etc.).

Staff recommends approving this Task Order for Engineering Services.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
536	5367803		\$1,608,408

Financial Impact:

Funding for the project is sourced from proceeds from the 2023 Short-term Tax Note.

Other Information/Recommendation:

Attachments:

1. Task Order Animal Shelter Buildings 32626 Task Order Animal Shelter Buildings 32626.pdf
2. San Angelo Animal Shelter SOW Exhibit A 32626 San Angelo Animal Shelter SOW Exhibit A 32626.pdf

Presentation:

Alfonso Torres, Amanda Weddle

Approvals/Reviews:

Alfonso Torres	Created/Initiated
Brandon Dyson	Approved
Angela Bloss	Approved
Jeffrey Tomlinson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



TASK ORDER No. 11

Effective Date: March 26, 2026

RFQ: PW-01-23 Professional Services – Engineering Services

Contractor: Freese and Nichols, Inc.
801 Cherry St # 2800, Fort Worth, TX 76102
(817) 735-7300
vn@freese.com

Approving Director: Morgan Chegwidden, Assistant Director Neighborhood & Family Services

Effective Date of Master Contract: December 1, 2023.

Task Order Scope of Work (Include references to attachments): Provide design and construction support services of four (4) CMU buildings, (PODS) to accommodate kennels for dogs that will be given in adoption. These animal shelters will improve building quality, indoor air quality, kennel conditions, and space planning. Project description is more clearly defined in the Scope of Work provided by Contractor, attached hereto as **Exhibit “A”**.

Time of Completion: See attached **Exhibit B - Schedule**

Task Order Contract Price:

Basic Services		
Design & Bid Phase	Four hundred twenty-seven thousand and sixty-nine dollars.	\$427,069
Special Services		
Construction Administration Services	Seventy-one thousand eight hundred and eighty-four dollars.	\$71,884
TOTAL	Four hundred ninety-eight thousand nine hundred and fifty-three dollars.	\$498,953

Council Authorization Date (Task Orders of \$50,000 or more): March 17, 2026.

Documents Incorporated Into and Made a Part of This Task Order (Attached):

- Exhibit “A” Scope of Work
- Exhibit “B” Preliminary Schedule.
- Master Agreement to RFQ No: PW-01-23 – Professional Services – Engineering Services (Contract #24-00005)
- Certification for Federally Funded Projects

Reaffirmation of Master Contract: This Task Order is an addendum to the Master Contract, and all contract provisions shall apply unless specifically exempted. The price and time designated in this Task Order are the maximum agreed to by the City and Contractor. This Task Order and any attached Exhibits and contract documents referred to herein are the entire agreement between Owner and Contractor with respect to this Task Order. Notwithstanding anything to the contrary herein, the cost of the change indicated on the face of this Task Order is the entire amount of the change, and no backup documentation attached hereto may reserve the Contractor's right to increase the contract time or the cost of this change for extended overhead or general conditions or any other reason.

At time of execution of this Task Order, Contractor shall execute and provide to City/Owner the verified certification in a form provided by City in compliance with Chapter 2270 of the Texas Government Code and Subchapter "F" of Chapter 2252 of the Texas Government Code.

Signature page to follow

CONTRACTOR: Freese and Nichols, Inc.

BY:



Vimal Nair, P.E., Vice President and Principal

CITY OF SAN ANGELO, TEXAS

Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO PURCHASING:

Jeffrey Tomlinson, Purchasing Manager

APPROVED AS TO CONTENT:

Morgan Chegwiddden, Assistant Director
Neighborhood & Family Services

APPROVED AS TO RISK:

Shandi McWright, Risk Manager

APPROVED AS TO FORM:

Theresa James, City Attorney

EXHIBIT A - SCOPE OF WORK

PROJECT UNDERSTANDING

The City of San Angelo (Client) expressed concerns on the quality of holding of dogs in the existing animal shelter. Issues included the number of kennels, animal capacity, kennels' quality, kennel conditions including indoor air quality and ventilation, and meet and greet areas for potential adopters. Client visited the animal shelter in Abilene, Texas, which had recently constructed new kennels in four separate but adjacent buildings (pods) with outdoor areas. Client determined that a similar design with kennel expansions would not impact the functioning of the current shelter and would enhance the dogs care while further encouraging adoptions of the dogs. Clients requested that FNI provide a proposal for professional services for kennel facilities based upon those in Abilene. The following scope of work has been determined:

Architectural:

1. Verify program and layout in conjunction with Design Learned Inc. (DLI) during our initial site visit.
2. Develop the site layout for the four kennel pod buildings per Client's layout. Site Survey to be provided by Client
3. Pods will be identical in size but the number of and sizes of kennels within each pod may vary. Kennel quantity and sizes will be determined in the initial site visit and program verification with Client.
4. Exterior walls will be insulated CMU with sealed concrete floors and acoustical tile ceilings to absorb sound.
5. Each kennel will include a manually operated guillotine door to allow the dogs to access adjacent exterior kennels.
6. No sprinkler system will be required. Fire extinguishers will be indicated on the floor plans.
7. Each pod will include a space for food storage and food preparation.
8. No work is to occur in the adjacent existing City animal shelter building.

Structural:

1. FNI will provide structural design for the pods indicated above.
2. Foundations will be designed in accordance with Geotechnical recommendations in the Geotech Report (provided by FNI subconsultant). Slab-on-ground foundation has been identified as the preferred choice of foundation. Deep foundations are assumed to not be required and will require additional services.
3. Exterior walls will be load-bearing CMU.
4. The hipped roof structure will consist of delegated design steel or cold-formed framing trusses.
5. Foundations for miscellaneous shade canopies will be identical. Shade canopies will be a specified item.

Mechanical/Electrical/Plumbing/Animal Care:

1. DLI will provide MEP services, including program verification and selection of animal care equipment.
2. A new transformer will be required for the new kennels. DLI will design and specify the new

transformer.

Site Civil:

1. Site will be evaluated to provide proper design to accommodate new structures, pedestrian paths and positive drain away from the buildings.

Landscape:

1. This project will provide design for the outdoor meet & greet areas (including ornamental fencing, artificial turf, and off-the-shelf canopy structure.
2. Irrigation design will NOT be included as it is assumed that there would be no grass or planting areas.
3. This project will specify artificial turf, river rock, but no natural plants.
4. It is assumed that the City will be responsible for site furnishing design and installation.

Opinion of Probable Cost of Construction:

1. An opinion of probable cost will be provided at 70% Design Phase and at 100% Construction Documents phase.

SCOPE OF SERVICES

1. PROJECT MANAGEMENT:

- a. Scope Development
- b. Periodic internal meetings.
- c. Periodic Client meetings.
- d. Maintain scope, budget, and schedule
- e. Monthly Status Reports (One Page Reports)
- f. Periodic client communication
- g. Quality Control and Quality Assurance reviews
- h. Coordination with subconsultants
- i. Construction Administration services managed from FNI's Lubbock office.
- j. Project Closeout

2. DESIGN PHASE:

FNI shall provide professional services in this phase as follows:

- a. Prepare drawings, specifications and Construction Contract Documents of improvements to be constructed.
- b. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
- c. Furnish such information necessary to utility companies whose facilities may be affected or

services may be required for the Project.

- d. Prepare revised opinion of probable construction cost.
 - e. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described below. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.
3. 10% DESIGN PHASE:
- a. Conduct (1) initial in person site visit in San Angelo.
 - b. Conduct (1) in person kick-off/scope validation meeting. This will be done on the same day as the initial site visit.
 - c. Project manager (PM) and mechanical engineer to attend initial site visit and meetings.
 - d. Prepare preliminary 10% design documents consisting of site and floor plans including structural and MEP systems recommendations.
 - e. Submit one (1) electronic copy (pdf format) of the above 10% design documents.
 - f. In a virtual meeting, present and review the documents with Client.
4. 70% CONSTRUCTION DOCUMENT PHASE:
- a. Prepare drawings, and technical specifications.
 - b. Submit one (1) electronic copy (pdf format) of drawings and specifications.
 - c. Submit an Opinion of Probable Construction Cost (OPCC).
 - d. Conduct 70% Review meeting with Client .
 - e. Incorporate Client comments into 100% design documents
5. 100% CONSTRUCTION DOCUMENTS PHASE:
- a. Prepare drawings and technical specifications.
 - b. Submit one (1) electronic copy (.pdf format) of drawings, specifications, and OPCC.
 - c. Conduct 100% Review meeting with Client (1 hour virtual);
 - d. Submit Issued For Bid Drawings and Specifications, incorporating comments from the 100% review.
6. BID PHASE:
Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall:

- a. Assist CLIENT in conducting a pre-bid meeting (virtually) with Client's list of preferred Contractors.
- b. Assist Client by responding to questions and interpreting bid documents.
- c. Prepare and issue addenda to the bid documents to plan holders if necessary. Provide electronic copy (pdf format) to Client.

7. CONSTRUCTION PHASE GENERAL REPRESENTATION:

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase general representation services as follows:

- a. FNI will make 1 monthly site visit (7 anticipated), coinciding with Owner-Architect-Contractor (OAC) meeting to observe the progress and the quality of work during construction and to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractor and will report any observed deficiencies to Client and Project Manager. Site visits will also be made at the preconstruction meeting and substantial punch walk. Visits to the site in excess of the specified number will be considered additional services.
- b. Notify the Contractor of non-conforming work observed on site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- c. Assistance for response to RFIs and review of submittals or shop drawings for the Client and Contractor(s).
- d. Investigations, analyses, and studies requested by the Contractor(s) and approved by the Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- e. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an additional service. Substitutions of materials or equipment or design modifications requested by the Client are an additional service.

8. ASSUMPTIONS AND EXCLUSIONS:

- a. Division 00 and Division 01 Specifications shall be provided by Owner. IBC Special Inspections specification shall not be provided by FNI.
- b. Lockable storage for animal medicine are to be provided at each pod
- c. Each pod has its own food preparation area
- d. No laundry
- e. No restrooms for either staff or public
- f. Foundation, wall and roof structure are identical for all pods.
- g. No work shall be done for existing buildings under this agreement
- h. Sanitary sewer line from building to main sewer line is in adequate condition.
- i. AV, security and IT are not included in FNI scope.
- j. Project to be developed in REVIT
- k. Construction duration is anticipated at seven months, as all buildings will be constructed concurrently.
- l. FNI shall provide opinions of probable costs based on the current available information at the time of preparation, as noted in this document. All costs shall be based upon the latest available applicable bid prices received for public projects in the general locale of the Project. Costs for alternates and mitigation proposals shall be shown as separate items employing the same information as used for the other opinions of probable costs. Because FNI does not control the cost of labor materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials are made solely based on our judgement as a professional familiar with the industry. FNI cannot and does not guarantee that proposal, bids or actual costs will not vary from its opinions of cost.
- m. Record drawings are excluded from this scope.

9. RESPONSIBILITIES OF CLIENT:

Client shall perform the following in a timely manner so as not to delay the services of FNI:

- a. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- b. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- c. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- d. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- e. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- f. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- g. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- h. Client shall make or arrange to have made all subsurface investigations unless noted otherwise, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- i. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- j. Attend the pre bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- k. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of

any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- I. Bear all costs incident to compliance with the requirements of this scope.

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the schedule outlined in Exhibit B.

COMPENSATION

FNI proposes to provide services as described herein for the not to exceed fee of Four Hundred Ninety-Eight Thousand, Nine hundred and Fifty-Three dollars (\$498,953).

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative - Alfonso Torres

Email: alfonso.torres@cosatx.us

FNI's Designated Representative – Roxana O'Rourke, RA, PM

Email: Roxana.orourke@freese.com

Phone: (210) 241-6071

FNI's Accounting Representative - Misty Ballard

Email: misty.ballard@freese.com

Phone: 817-735-7290

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute an amendment to the Memorandum of Understanding for a Joint Curatorial Lab and Storage Space between the City of San Angelo and the San Angelo Museum of Fine Arts regarding termination provisions (Bob Bluthardt)

Staff Recommendation:

Approve

Summary/History:

In 2023 Council approved a Memorandum of Understanding between SAMFA (art museum) and the City (Fort Concho) to govern the development of ca. 8000 sq ft of unused space in the Chase State Office Building, owned by the City and managed by Fort Concho. SAMFA has requested an amendment to the MOU that removes the 90-day termination provision as it creates uncertainty for the art museum as it seeks donations to fund the renovations. Both boards have approved this amendment and Fort Concho recommends approval.

Funding Source(s):

Financial Impact:

There are no fiscal issues for the City/Fort Concho. Art museum is funding renovations.

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. [http][TT95YUN80D5C0T][v]23-0107_MOU_SAMFA_CHASE STATE (1) | [http][TT95YUN80D5C0T][v]23-0107_MOU_SAMFA_CHASE STATE (1).pdf |
| 2. 1 Amendment MOU SAMFA | 1 Amendment MOU SAMFA.docx |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt
Carl White
Brandon Dyson
Jonathan Flores
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

MEMORANDUM OF UNDERSTANDING FOR JOINT CURATORIAL LAB AND STORAGE SPACE BETWEEN THE CITY OF SAN ANGELO AND THE SAN ANGELO MUSEUM OF FINE ARTS

This memorandum of understanding (MOU), by and between the CITY OF SAN ANGELO thereafter referred to as CITY) and the SAN ANGELO MUSEUM OF FINE ARTS (hereafter referred to as MUSEUM). In consideration of the mutual promises and agreements set forth, CITY and MUSEUM agree as follows:

I. GENERAL PROVISIONS

A. This affiliation is for the sole and limited purpose of creating a space for a joint curatorial lab and collections storage space located in the Chase State Office Building located at 622 South Oakes Street (herein after referred to as state building).

B. This agreement shall be effective on 3/10/2023 | 10:29 AM CST and continue for forty years from that date unless terminated in writing prior to expiration by either party. Early termination of this Agreement by either party shall require written notice of termination to the other party no later than ninety (90) days before the requested date of termination.

C. In the 180 days prior to the expiration of the term, the parties will have an option to renegotiate and renew the agreement. If the agreement is not renewed the MUSEUM shall vacate the state building and return it in good condition within 90 days of expiration.

D. In consideration of this agreement, the MUSEUM shall pay the CITY \$1 per year for the term of the agreement.

E. Nothing herein shall be deemed to create an association, partnership, or Joint venture between CITY and MUSEUM, Each party shall be responsible for their own insurance for their artifacts, equipment and facilities contained within the facility.

F. The lab and collections space shall not exceed 8000 square feet and the general purpose of the space shall be for the assessment and storage of collections objects; care and presentation of such objects; preparation of displays and exhibits; and other functions and collections-related work including staff training. Fort Concho shall have the sole use of 1000 square feet in addition to its existing storage space within the facility.

G. Each party to this memorandum shall pay for utilities for the lab and storage space in direct proportion to the space occupied by each party.

H. Point of contact for activities conducted under this memorandum shall be the director of the MUSEUM and the Fort Concho site manager.

I. Neither party shall allow the space to be sublet or otherwise utilized or accessed by any other person or entity without the express written permission of the other party.

II. CITY SHALL:

A. Allow the use of 8000 square feet of the vacant portion of the state building for the purpose of a curatorial lab and collections storage facility.

B. Provide input and direction into the design and construction of the lab and storage facility from designated CITY personnel and board members including but not limited to Fort Concho staff, Fort Concho board, and the building maintenance supervisor for the state building.

C. Be solely responsible for furnishing Fort Concho's space within the storage area.

D. Develop policies for access to the lab and storage facility that would limit the access to Fort Concho's storage space to Fort Concho staff and designees.

III. MUSEUM SHALL

A. Design and construct the lab and storage facility with input and direction of Fort Concho board and staff as well as any other person the CITY requests provide input into the design and construction Including but riot limited to the maintenance supervisor of the state building.

B. Ensure through the design that Fort Concho's storage space is separately secured from the space allocated to the MUSEUM.

C. Be responsible for all costs associated with the design, bidding, insurance, construction, and furnishing of the lab and storage facility including any Increase in insurance determined to be necessary by the CITY'S Risk Manager.

D. Ensure the CITY is listed as an additional Insured on any Insurance policies related to the design or construction or the lab and storage facility.

IV. IT IS FURTHER AGREED THAT:

A. The terms and conditions of this MOU may be amended, deleted or expanded only upon written agreement of the parties.

B. The MOU shall be construed under laws of Texas, and if any provisions shall be invalid under the laws, such invalidity shall not violate the entire agreement, but it shall be construed as If not containing the particular provisions held to be Invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

C. Both of the parties hereto and the individuals executing this agreement for them represent to the party that It has the requisite power and authority to make and enter this agreement. and said agreement does not violate any provisions of the corporate charter or by-laws of any corporate party or statute, act or ordinance under which any unincorporated institution or party hereto is organized, or violate any agreement or commitment executed or made by any party.

D. Notices required to be sent hereunder shall be sent prepaid registered mall with return receipt requested, and are effective upon receipt.

Notices sent to CITY shall be sent to Robert Bluthardt, Manager Fort Concho

Notices sent to MUSEUM shall be sent to Alex Freeman, SAMFA President

F. This writing shall constitute the sole agreement between the parties.

G. This agreement was approved by the Board of the MUSEUM on March 8, 2023 and by the Fort Concho Board on February 21, 2023.

Executed this 9th day of March 2023 after approval by the San Angelo City Council.

Signatures:

Representative of MUSEUM

DocuSigned by:
Alex Freeman
6D143AD4E7E749A...

Printed name and title: Alex Freeman, President

Date: 3/9/2023 | 4:14 PM CST

Representative of CITY

DocuSigned by:
Daniel Valenzuela
32F9587237A9429...

Printed name and title: Daniel Valenzuela, City Manager

Date: 3/10/2023 | 8:40 AM CST

DocuSigned by:
Heather Stastny
3F086DDE79834F2...
ATTEST:
Heather Stastny, City Clerk

DocuSigned by:
Theresa James
E822428D640A4D4...
APPROVED AS TO FORM:
Theresa James, City Attorney

DocuSigned by:
Robert Bluthardt
B9026076B296412...
APPROVED AS TO CONTENT:
Robert Bluthardt, Manager

**AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING
FOR JOINT CURATORIAL LAB AND STORAGE SPACE
BETWEEN
THE CITY OF SAN ANGELO AND THE SAN ANGELO MUSEUM OF FINE ARTS**

RECITALS:

WHEREAS, the City of San Angelo (“City”) and The San Angelo Museum of Fine Arts (“Museum”) entered a Memorandum of Understanding (“MOU”) effective March 10, 2023, for the purpose of creating a space for a joint curatorial lab and collection storage space; and

WHEREAS, under the MOU either party to the agreement has the ability to provide ninety-days’ notice of early termination of the MOU; and

WHEREAS, the parties agree that the ninety-day early termination provision is not necessary and creates uncertainty that is detrimental to the parties.

NOW, THEREFORE, the parties agree as follows:

PART 1: That Section I(B) of the MOU shall be amended to read as follows:

- B. This agreement shall be effective on March 10, 2023, and continue for forty years from that date unless terminated by mutual written agreement of the parties or if either party defaults by breaching any terms or conditions of the MOU and such default has not been cured within thirty (30) days after written notice thereof.

PART 2: In the event of conflict between the terms of this Amendment 1 and the MOU, this Amendment 1 shall control. All other terms and conditions of the MOU shall remain in full force and effect unless amended and changed by further amendment.

PART 3: That the Effective Date of this Amendment 1 shall be _____.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT 1 to be executed by their respective duly authorized officials on this ___ day of _____, 2026.

CITY OF SAN ANGELO

SAN ANGELO MUSEUM OF FINE ARTS

Daniel Valenzuela, City Manager

Seth Hopkins, President & CEO

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Robert Bluthardt, Manager

APPROVED AS TO FORM:

Brandon Dyson, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jennifer Bellemare, Grants Administrator , Operations

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement related to a grant award from the Texas Department of Transportation under its Transportation Alternatives Set-Aside Program for the Chadbourne Corridor Accessibility Project (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo is seeking Council's support for a Resolution Authorizing Execution of an Advance Funding Agreement (AFA) with TxDOT for the Chadbourne Corridor Community Accessibility Project (CCCAP). Council previously approved a resolution authorizing application to TxDOT's 2025 Transportation Alternatives call for projects, a program that seeks to fund pedestrian and bicycle improvement projects. The CCCAP was subsequently awarded \$9,295,200 under their large-scale project category. Construction of the project will provide pedestrian improvements and bus stop enhancements to several key corridors in North San Angelo while addressing drainage issues along N. Chadbourne Street.

Approval of this resolution commits the City to the local match, to pay for any cost overruns, reaffirms the City's support of the project, and authorizes the City to negotiate and execute the AFA defining the terms of the agreement between the City and TxDOT. This resolution is a requirement to proceed with executing the grant award's funding agreement with TxDOT.

Funding Source(s):

Financial Impact:

As part of the project, COSA will be responsible for the local match of \$2,323,800, any items constructed that are not grant-eligible, and any cost overruns.

TxDOT TA Grant Funds - \$9,295,200 on a reimbursement basis
Local Match - \$2,323,800 from Street & Bridge funds (Fund 533)

Other Information/Recommendation:

Staff recommends approving the resolution and authorizing the City Manager's office to negotiate and execute all documents.

Attachments:

1. Resolution for LG Authority

Resolution for LG Authority.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

Jennifer Bellemare

Created/Initiated

Patrick Frerich

Approved

Shane Kelton

Approved

Brandon Dyson

Approved

Jeffrey Tomlinson

Approved

Jonathan Flores

Approved

Tina Dierschke

Approved

Brandon Dyson

Approved

Heather Stastny

Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM GRANT FOR THE CHADBOURNE CORRIDOR COMMUNITY ACCESSIBILITY PROJECT

WHEREAS, on November 13, 2025, via Minute Order 117073, the Texas Transportation Commission authorized Chadbourne Corridor Community Accessibility Project (the “Project) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of San Angelo commits to provide the match not to exceed \$2,323,800. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the City of San Angelo is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council of the City of San Angelo desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS: That the City Manager is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the City Council of the City of San Angelo on the 5th day of May, 2026.

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



Requestor: Jennifer Bellemare, Grants Administrator , Water Utilities

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Consider a resolution requesting financial assistance from the Texas Water Development Board from the Water Supply and Infrastructure Grant program for the Randolph Street Transmission Line Replacement Project, and authorizing the City Manager to execute necessary documents (John Kaufman)

Staff Recommendation:

Approve

Summary/History:

Through the passage of Texas House Bill 500, the Texas Water Development Board is offering a one-time opportunity for Texas communities to apply for and receive grant funding for the implementation of water supply or water infrastructure projects under its Water Supply and Infrastructure Grant (WSIG) program. House Bill 500 appropriated a total of \$1,038,000,000 for this limited funding opportunity. There are a number of limitations for applicants; for example, the program places an emphasis on construction-ready projects which are consistent with both the 2027 Texas Water Plan and the 2026 Region F Water Plan. Any project funded under the program, is subject to strict project completion deadlines.

The City's current Capital Improvements Plan includes the Randolph Street Transmission Line Replacement Project. This project is compatible with the requirements of the funding opportunity. If awarded, it would enable the City to advance the project using State funding, freeing up water capital funds for other needed projects.

Approval of the Resolution does the following:

- It authorizes the City to apply for financial assistance for the Randolph Street Transmission Line Replacement Project in an amount not to exceed \$9,000,000.
- It names the City Manager as the authorized representative of the City for the purposes of furnishing information and executing required documents for such financial assistance application.
- It authorizes individuals or firms named in the Resolution to assist in the preparation and submission of the application, and to appear and represent the City before any hearing held by the Texas Water Development Board.

As the resolution is a requirement by TWDB to request financial assistance under the WSIG program, staff recommends approval of the Application Filing and Authorized Representative Resolution and authorizing the City Manager to execute any required documents.

Funding Source(s):

Financial Impact:

Request for State Funding of \$9,000,000 - 100% grant with no local match required, but will be on a reimbursement basis.

Other Information/Recommendation:

Attachments:

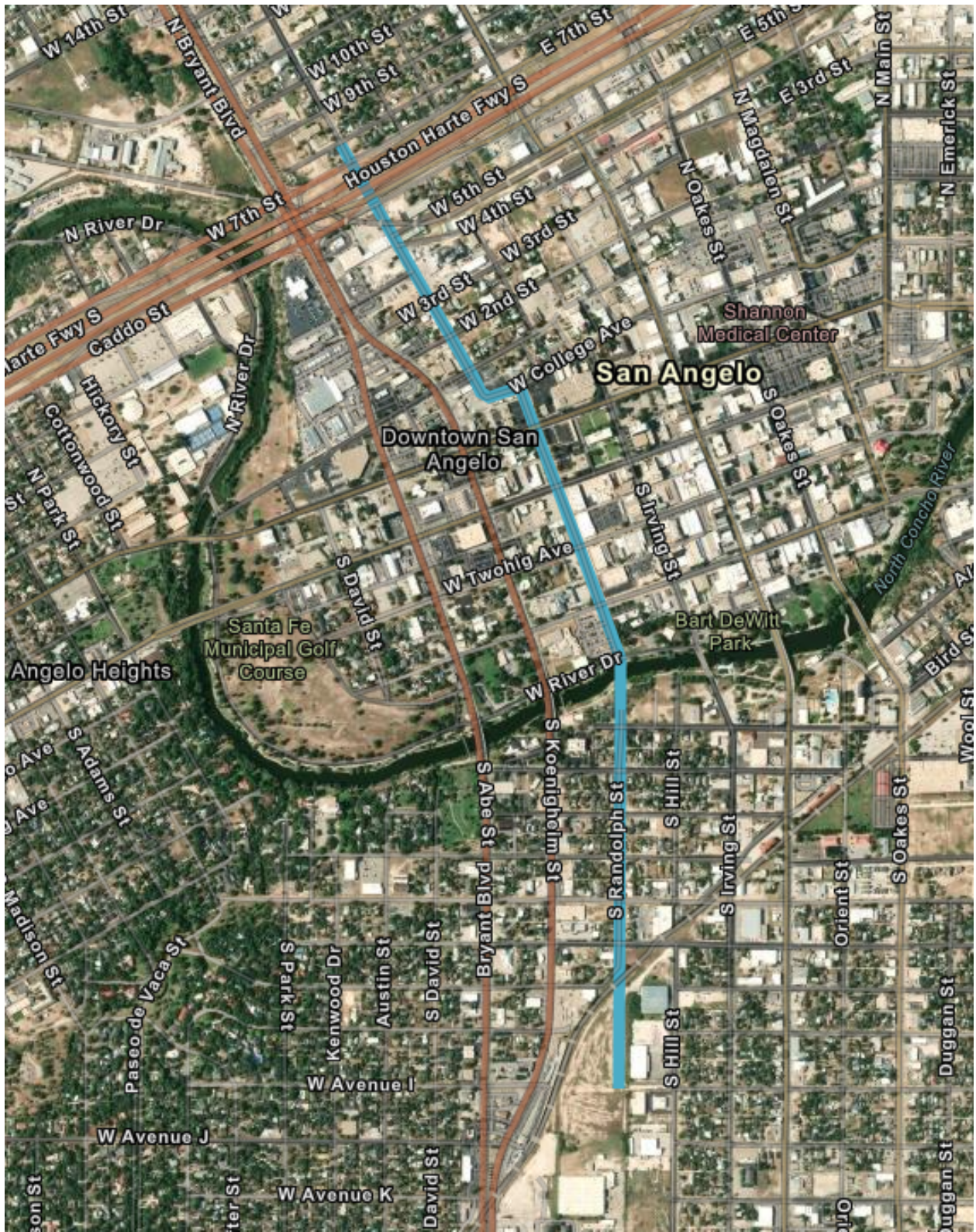
- | | | |
|----|-----------------------------------|--|
| 1. | Randolph Street Water Line Limits | Randolph Street Water Line Limits.docx |
| 2. | TWDB-0201A Resolution | TWDB-0201A Resolution.pdf |

Presentation:

John Kaufman

Approvals/Reviews:

Jennifer Bellemare	Created/Initiated
Shane Kelton	Approved
Brandon Dyson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE _____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ _____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

Engineer: _____

Bond Counsel: _____

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Gaddy, Economic Development Director, Economic Development

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Second reading 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 (Robert Schneeman)

Staff Recommendation:

Adopt

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | |
|----------------------------------|-----------------------------------|
| 1. DRAFT Tax Abatement Ordinance | DRAFT Tax Abatement Ordinance.pdf |
|----------------------------------|-----------------------------------|

Presentation:

Robert Schneeman

Approvals/Reviews:

Ryan Gaddy	Created/Initiated
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

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



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: May 5, 2026

Item type: Consent Item

Caption:

Second reading 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. (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:

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

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

APPLICATION TYPE:		CASE:	
Planned Development/Comprehensive Plan Amendment		PD26-02 & CP26-01: 4657 & 4665 Southland Blvd	
SYNOPSIS:			
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.			
LOCATION:		LEGAL DESCRIPTION(S):	
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	
SM DISTRICT:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #6 – Mary Coffey Neighborhood – Bonham	Current: PD14-01 Proposed: PD26-02	Current: Neighborhood Proposed: Neighborhood Center	8.986 acres
THOROUGHFARE PLAN:			
Southland Blvd – Major Collector Mills Pass – Local Road			
NOTIFICATIONS:			
52 notices were mailed. At the time of this report, no notices have been returned.			
STAFF RECOMMENDATION:			
Staff recommend <u>APPROVAL</u> of the zone change from PD14-01 to PD26-02, subject to six (6) conditions, and <u>APPROVAL</u> of a Comprehensive Plan Amendment from Neighborhood to Neighborhood Center.			
PROPERTY OWNER/PETITIONER:			
Owner: Greg Huling			
STAFF CONTACT:			
Austin Reed Senior Planner (325) 657-4210, Ext. 1550 austin.reed@sanangelo.gov			

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

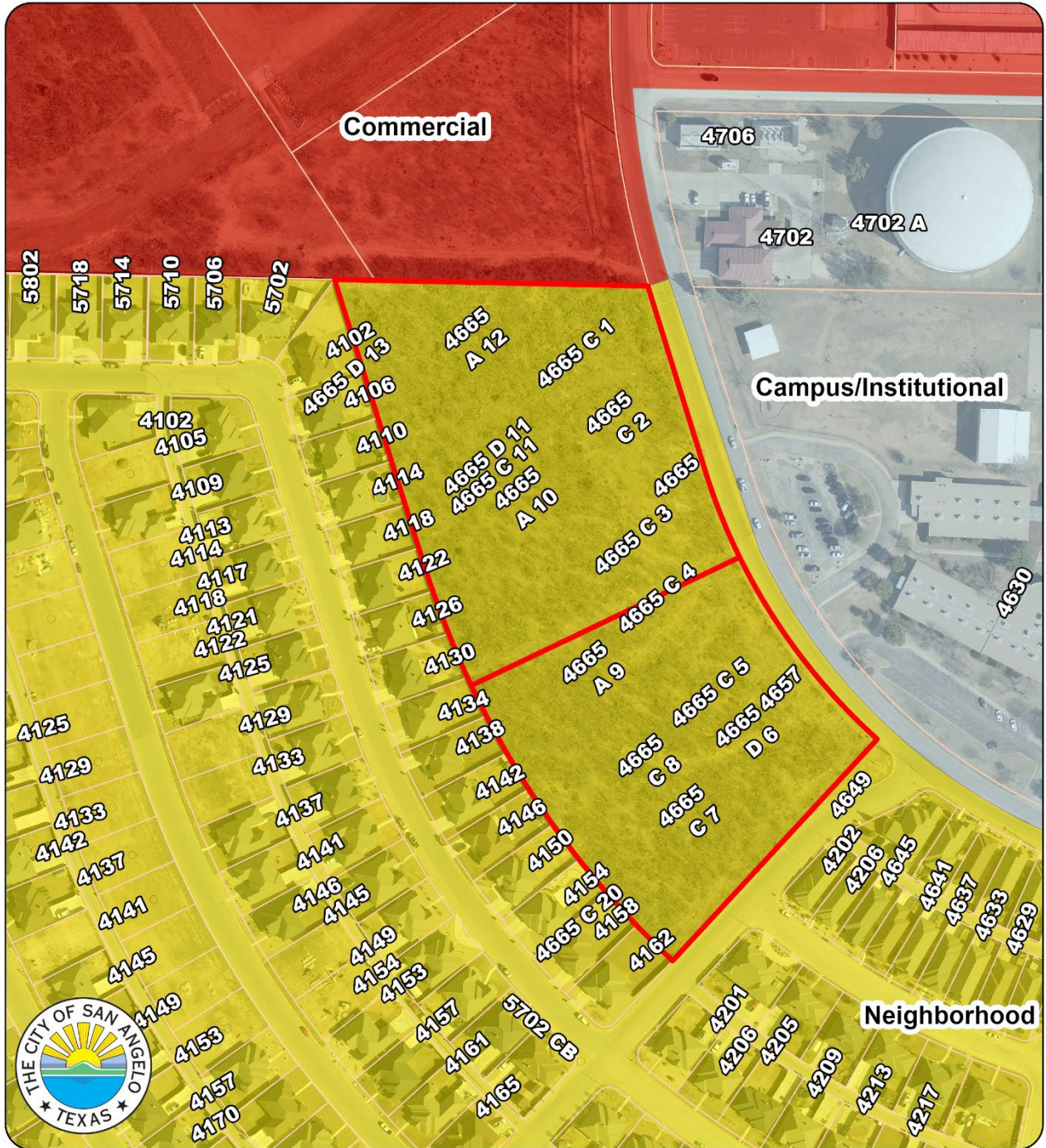
Aerial Map

Zoning Map

Vision Map

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

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 23rd 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 21st 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 **21st day of April 2026**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of May 2026**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

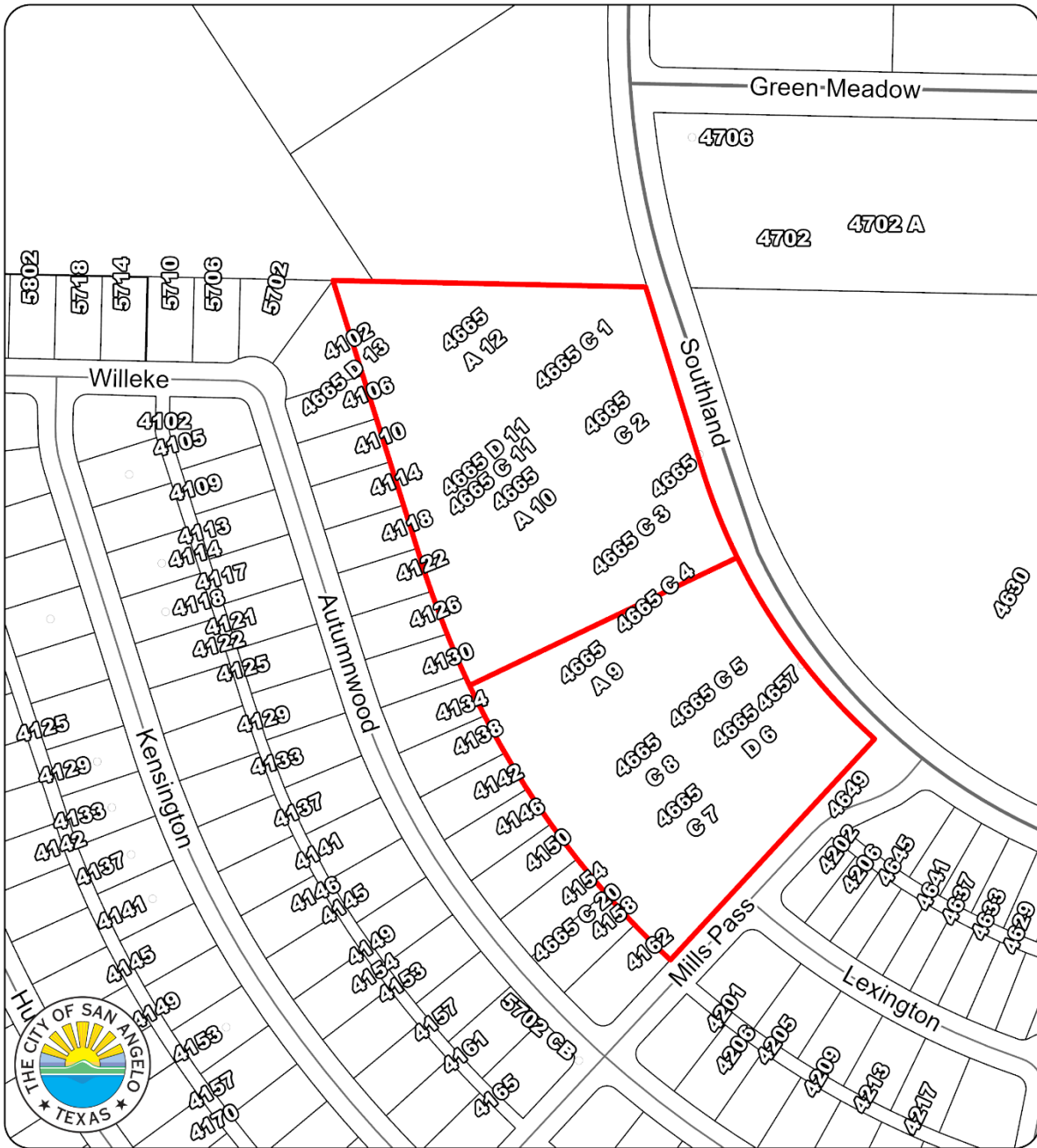
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, City Attorney

Exhibit "A"




Ordinance Map

CP26-01: 4657 & 4665 Southland

Council District: #6 - Mary Coffey

Neighborhood: Bonham

Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles

Subject Property: 

Vision Plan: Neighborhood
to Neighborhood Center



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 23rd 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 21st 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 **21st day of April 2026**, and finally PASSED, APPROVED AND ADOPTED on this the **5th 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.

LEGAL DESCRIPTION & ADDRESS
 LOTS 1, 2, AND 3, BLOCK 1, SECTIONS ONE AND TWO,
 COMMUNITY OF FAITH, SAN ANGELO, TOM GREEN COUNTY, TEXAS
 466 SOUTHLAND BLVD.

SKG
ENGINEERING, L.L.C.
 SURVEYING • ENVIRONMENTAL • LABORATORY
 708 SOUTH ABE STREET
 SAN ANGELO, TEXAS 76903
 PHONE: 325.655.1288
 FAX: 325.657.8189
 FIRM REGISTRATION NUMBER F-7068 & 10102400
 www.skg.com

THIS DOCUMENT IS
 RELEASED FOR INTERIM
 REVIEW UNDER THE
 AUTHORITY OF
 RUSSELL T. GULLY, P.E. 87727.
 IT IS NOT TO BE USED FOR
 ANY CONSULTING OR
 PERMITTING PURPOSES.
 MAR. 20, 2026

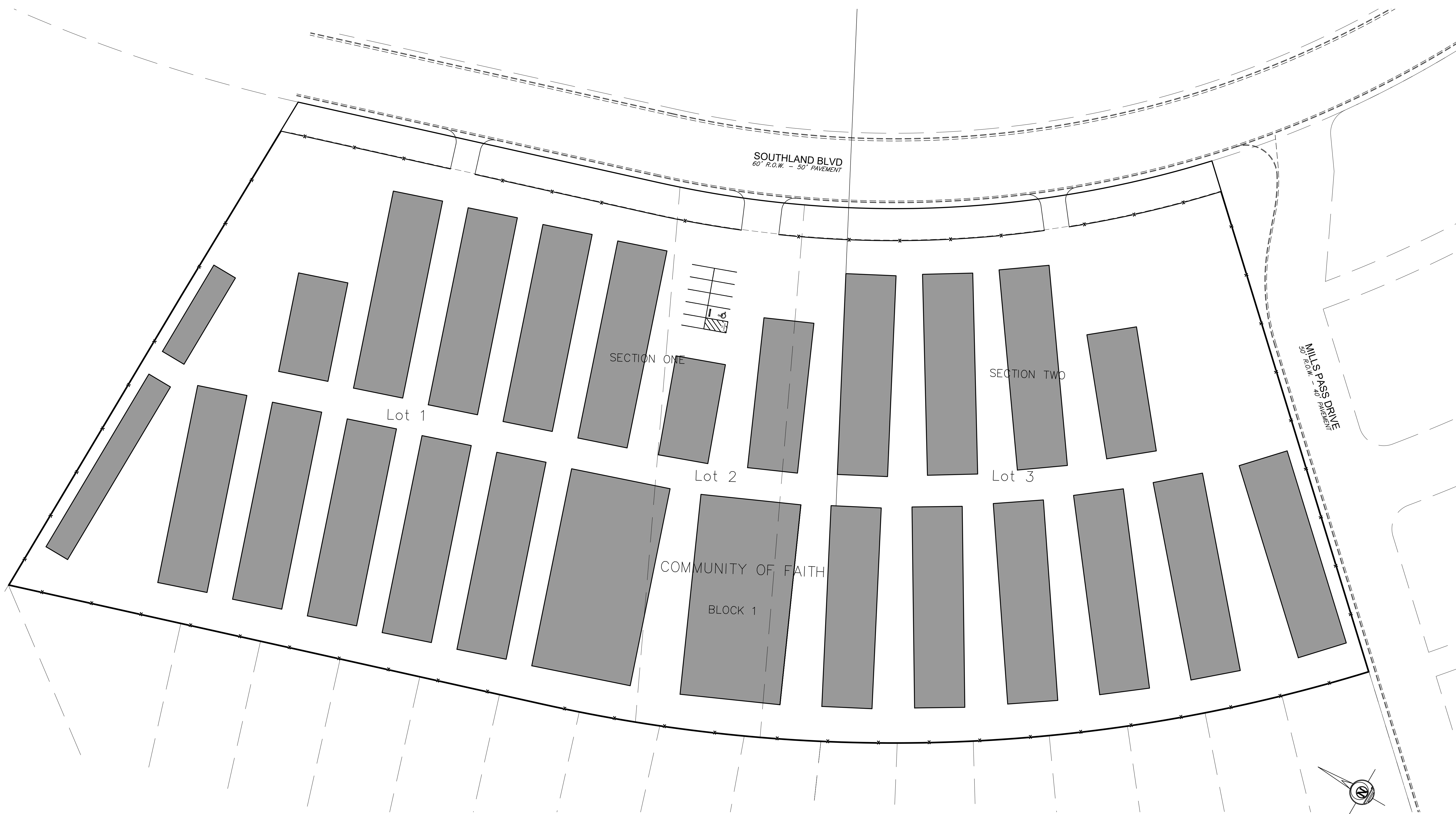
PROJECT OWNER

STORAGE UNITS
SOUTHLAND BLVD
SAN ANGELO, TEXAS

CONCEPT
 SITE PLAN

REVISIONS

DWG. BY: RTG	DWG. DATE: MAR. 20, 2026
JOB NO. 26-E-0089	SHEET NO.
SCALE: 1"=40'	C1.1



LEGEND

- PROPERTY LINE
- BUILDING
- - - PROPOSED 6' FENCE

NOTES:
 1. BUILDING SIZES AND LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE UPON FINAL DESIGN.

160 80 40 20 0 FEET
 GRAPHIC SCALE

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho

Meeting Date: May 5, 2026

Item type: Regular Item

Caption:

Consider approving the purchase and replacement of seventeen HVAC roof units at the Chase and Texas Workforce buildings under TIPS contract #25010501 for \$204,920.32 sourced from State Office Building fund balance, by Duncan Mechanical Services of San Angelo, Texas, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Fort Concho Senior Manager Bob Bluthardt)

Staff Recommendation:

Approve

Summary/History:

All HVAC units at the Chase and Workforce State Buildings, properties owned by the City, managed by Fort Concho, and leased to state agencies, have approached 20-plus years. Several years ago, staff created a 5-year plan to replace all units with reserve funds. This proposal will finish the plan a year early and ensure quality heating/cooling for both buildings for the next 15-20 years. Staff sought two proposals. Under TIPS contract #25010501 Duncan proposed \$204,920.32. The Ft. Concho projected fund balance is \$1,063,289, keeping it above the 90-day fund balance needed.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
State Office Building Fund Balance			\$204,920

Financial Impact:

Fund 201 (State Buildings) has sufficient reserves to cover this project and maintain a proper reserve level of funding as required by City guidelines.

Other Information/Recommendation:

This action will completely replace all roof units.

Attachments:

- | | | |
|----|--------------------------------------|--|
| 1. | doc03585620260423090528 | doc03585620260423090528.pdf |
| 2. | BA Memo - HVAC State office building | BA Memo - HVAC State office building.pdf |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt

Carl White

Brandon Dyson

Jeffrey Tomlinson

Jonathan Flores

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval



Duncan Mechanical Services
1125 Glenna St.
San Angelo, TX 76901

Phone: (325) 944-8372
dms@dunmech.com
duncanmechanicalservices.com

Bill to
COSA
72 W. College
San Angelo, TX 76903

Ship to
Chase State Building.
622 S Oakes
San Angelo, TX 76903

Work Summary
Price is good until 8/31/26.

Quote #: q1606

Replacements

Total: \$204,920.32

We propose to replace 17 RTU's with Carrier factory replacements. DMS will install surge protectors on all units. Price includes equipment, materials, crane, labor and permits. If awarded job, material and equipment will be invoiced to customer when ordered. DMS will bill remainder of job once units are installed and running.

TIPS#25010501

Item	Description	Equipment	Quantity	Price	Amount
998 Non-tax	Equipment		1	\$128,400.00	\$128,400.00
998 Non-tax	Miscellaneous material		1	\$17,626.32	\$17,626.32
Sub Contract-Crane	Sub Contract-Crane		1	\$20,979.00	\$20,979.00
Labor Install	Labor Install 2 people per hour		1	\$31,900.00	\$31,900.00
Permit	City Permits/Vouchers		1	\$2,000.00	\$2,000.00
998 Non-tax	Bond		1	\$4,015.00	\$4,015.00

Subtotal: \$204,920.32

Tax: \$0.00

Total: **\$204,920.32**

Terms and Conditions

- 1. Scope of Terms and Conditions.** The Terms and Conditions of product sales and service projects are limited to those contained herein. Any additional or different terms or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By accepting delivery of the products or by engaging Duncan Mechanical Services Inc ("Seller") to provide product(s) or perform or produce any services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Seller have signed a separate agreement, in which case the separate agreement shall exhibit these Terms and Conditions along with the scope of the Agreement proposal. These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement" and are to be agreed upon by both Customer and Seller within proposal of services attached above. Details of scope of work are to be outlined within proposal attached. Customer accepts these Terms and Conditions by making a purchase from or placing an order (Purchase Order) with Seller, engaging Seller with a written Notice to Proceed to perform or procure any services or signing proposal. These Terms and Conditions are subject to change without prior notice.
- 2. Payment Terms.** Customer shall pay Seller according to the terms contained in the Proposal. Final payment shall be invoiced after the work described in the Proposal is substantially completed. Project completions expected to extend greater than 30 days shall incur progressive invoicing, monthly. Materials and Equipment ordered with extended lead times shall be subject to invoicing upon arrival to Seller's place of business or Customer job site.
- 3. Zoning and Permits.** Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Estimate but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Seller assumes no responsibility for violation of zoning rules/laws.
- 4. Change Orders.** During the progress of the work under this Agreement, if Customer should order extra work not specified in the Agreement, Seller may require such extra work to be considered an agreement separate and aside from this Agreement and may require payment for said extra work in advance.
- 5. Work Schedule.** Work shall be completed within a reasonable time. Performance of this Agreement is subject to labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, Seller's ability to obtain materials, and/or any cause beyond Seller's control.
- 6. Cancellation.** Equipment is specially manufactured or purchased in response to orders. An order placed with and accepted by Seller cannot be delayed, canceled, suspended, or extended except with Seller's written consent and upon written terms accepted by Seller that will reimburse Seller for and indemnify Seller against loss and provide Seller with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obliged to accept any Equipment shipped, tendered for delivery or delivered by Seller pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
- 7. Substitutions.** Should Seller be unable to obtain any material(s) specified in the Agreement or any Change Order, Seller shall have the right at its sole discretion to substitute comparable materials, and such substitution shall not affect the Contract Price.
- 8. Excess Materials.** Extra materials and or used equipment left over upon completion shall be deemed Seller's property unless otherwise stated by Customer prior to this Agreement.
- 9. Supervision Responsibility.** Seller should supervise and direct the work at Customer's Property, using reasonable skill and attention. Seller shall be solely responsible for the construction means, methods, technique, sequences, and procedures for all work performed at Customer's Property pursuant to this Agreement. Customer shall not interfere with Seller's work forces or Seller's subcontractors.
- 10. Limited Warranty.** Seller shall provide Customer with a limited warranty on service and labor of new complete systems for one calendar year, beginning on the date of completion of services or notice of substantial completion, against defects in the quality of workmanship and/or materials ("Warranty Period"). Compressor replacements in existing systems shall not be warranted in labor nor materials in excess of 90 calendar days unless otherwise stated in proposal. Seller shall not be liable during or following the Warranty Period for any: (a) damage due to ordinary wear and tear or abusive use; (b) damage due to use of the equipment beyond the design temperatures (cooling set below 68°F, for instance); (c) defects that are the result of characteristics common to the materials used; (d) loss, injury or damages caused in any way by the weather elements; (e) conditions resulting from condensation on, or expansion or contraction or, any materials; (f) any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or (g) air leaks arising from structural deficiencies within existing supply/return ducts or transitions. If Customer purchases an extended Warranty Period exceeding one (1) year for a new complete system, Customer agrees to maintain yearly service and maintenance with Seller for the entire duration of the Warranty Period; Seller shall not be liable for warranty repairs during the Warranty Period in the absence of such yearly maintenance. If the Customer sells the property, the equipment will default to base equipment manufacturer's warranty (assuming maintenance agreement is kept current). If applicable, Customer is responsible for paying equipment manufacturer for any transfer of equipment warranty. Seller is not responsible for any warranties provided by the manufacturer. Seller makes no warranty to Customer regarding materials and/or equipment installed (other than a warranty of title), and Seller authorizes no third person or party to assume any warranty obligation or liability on Seller's behalf. The only warranties applicable to the materials and/or equipment installed are those, if any, extended by the respective manufacturer that shall furnish to Customer any and all applicable warranty documents. Seller hereby assigns to Customer, without recourse, any applicable warranties extended to Seller. Such assignment shall

constitute Seller's sole obligation and Customer's sole exclusive remedy from Seller with regard to defective materials and/or equipment installed. **This limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Seller, and all other obligations or liabilities respective of the Services provided at the Property. Seller disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability.** Under no circumstances shall Seller be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental or consequential damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty entirely.

11. Performance or Condition of Existing Equipment. Seller is not responsible for the performance, functionality, or compatibility of existing equipment, gas lines, refrigerant line sets, ductwork, duct board, controls, or other equipment/materials that is not replaced during a job installation and that Customer agrees to keep in place. In the event that the system fails to operate properly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as our workmanship. If an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.

12. Paint, Patchwork, and Repairs. Seller is not responsible for any painting, patchwork, or repair work that may be required following modification/installation work unless specifically stated in proposal.

13. Mold or Asbestos. Seller shall not be responsible for any claims, damages, actions, costs, abatement, remediation, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold or Asbestos. The discovery and/or removal or any mold or hazardous materials is excluded from the scope of Seller's work, and Seller reserves the right to stop work until such mold or hazardous materials are removed.

14. Insurance and Waiver of Subrogation. Customer shall maintain property insurance upon the entire structure including all work to be performed pursuant to this Agreement to the full insurable value thereof. This insurance shall insure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Seller waive all rights against each other for damages caused by insured perils whether such damage is caused by the fault or negligence of any party hereto. In the event Customer refuses to store equipment or materials of substantial value on Customer property, a supplementary insurance policy covering said materials or equipment will be purchased at the expense of Customer in the form of a Change Order.

15. Indemnification. Customer shall indemnify, defend, and hold harmless Seller and its respective directors, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the sole negligence or intentional misconduct of Seller; and (b) any failure of the Customer to comply with the requirements of the Agreement.

16. Risk of Loss. Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Seller shall not be responsible for any loss due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss and Customer shall maintain insurance coverage to protect against such loss.

17. Severability. Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.

18. Performance. If Customer fails to perform any of Customer's obligations herein or if Seller, in good faith, believes that the prospect of payment or performance to be impaired, Seller may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.

19. Collections. If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any outstanding balance at two per cent (2%) per month or twenty-four per cent (24%) per annum on the unpaid amount calculated from the date payment was due. Customer will be deemed to have accepted Seller's performance as complete under this Agreement. Should Seller retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Seller's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

20. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Seller. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

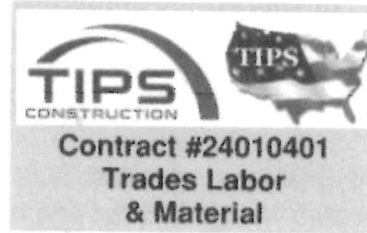
ACCURATE AIR SOLUTIONS, LLC

PO Box 5817
Abilene, Texas 79608
325-672-2966
TACLA53299C
TECL34064
M18761

Estimators:
jeremyr@accurateairsolutionsllc.com

HVAC PROPOSAL

January 27, 2026



CUSTOMER:

City of San Angelo

JOB-SITE:

17 RTU Replacement
622 S. Oakes & 202 Henry O Flipper

SCOPE: Provide all labor, materials, tools, and equipment for the replacement of 17 RTU's of varies sizes. These range from 3 ton to 8.5 tons. 13 of the units will be at 622 S. Oakes & 4 at 202 Henry O Flipper. Existing units will be disconnected, removed, and disposed of properly. Existing duct, electrical, drain lines, gas lines and controls will be re-used, but may be modified to make final connection. AAS to complete start up to ensure proper operation. Entire installation including materials, equipment, and workmanship shall conform with all applicable laws, codes, and regulations.

PRICE: Accurate Air is pleased to provide you with this quote for the "PRICE" of: \$328,646.86

ADD FOR BOND: Accurate Air is pleased to provide you with this quote for the "PRICE" of: \$3,549.39

CLARIFICATION(S):

- Original total was \$ 338,811.19 before 3% discount.
- Add for bonding. Not included in price.
- Certified Electricians are included in our pricing.

Customer Acceptance Signature:

Signature _____
Printed Name _____
Title _____
Date _____

Accurate Air Solutions Signature:

Signature _____
Printed Name _____
Title _____
Date _____

Memo

To: Jonathan Flores, Finance Director
From: Robert Bluthardt, Ft. Concho Senior Manager
Date: 05/05/2026
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Purchase and replacement of seventeen HVAC roof units at the Chase and Texas Workforce buildings under TIPS contract #25010501 by Duncan Mechanical Services

Source of Funding:

201 Fund Balance



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

No

Project/Budget to be amended	Revenue	Expense
State Office Building Fund Balance		
HVAC Replacement		204,920

Additional Comments:

Purchase and replacement of seventeen HVAC roof units at the Chase and Texas Workforce buildings under TIPS contract #25010501 for \$204,920,32 by Duncan Mechanical Services of San Angelo, Texas, and authorizing the City Manager to negotiate and execute all related documents. Fund Balance for FY27 is forecasted to be \$1,063,289, which is above the required 90 day fund balance.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: May 5, 2026

Item type: Regular Item

Caption:

First reading and public hearing of ordinances to adopt land use regulations for Data Centers through a Conditional Use process within the Light Manufacturing and Heavy Manufacturing zoning districts by amending Chapter 12 "Planning and Development," Exhibit A "Zoning Ordinance" as follows:

1. Amending Article 3 "Use Regulations," Section 313 "Use Table"; and
2. Amending Article 4 "Specific Use Standards" by creating a new Section 430 "Data Centers" (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The request is to adopt a Conditional Use process for Data Centers. They can only be located in the Light Manufacturing (ML) or Heavy Manufacturing (MH) zoning districts or through planned development districts with the underlying zoning of ML or MH. The ordinance adopts definitions, setbacks, height restrictions, design guidelines, noise regulations, lighting standards and landscaping.

The ordinance was heard at the Planning Commission in March 2026. The item was tabled, so the Commission could understand more of the restrictions, but they were leaning for fewer restrictions, particularly with landscaping and setbacks. In April, the Planning Commission heard the case again and proposed to make setbacks for data centers which are adjacent to residential areas be 200' and that fencing placement would be considered during the Conditional Use phase of the project.

The Planning Commission recommends approval with a 6-0 vote on April 20th.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|--|
| 1. | 15' rear-side yard setback landscape spacing | 15' rear-side yard setback landscape spacing.pdf |
| 2. | 40' landscape | 40' landscape.pdf |
| 3. | 25' landscape | 25' landscape.pdf |
| 4. | Adopting Ordinance - Data Center Sec 430 | Adopting Ordinance - Data Center Sec 430.docx |
| 5. | Table 313 adopting Ordinance | Table 313 adopting Ordinance.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Holly Crooks

Brandon Dyson

Aaron Vannoy

Heather Stastny

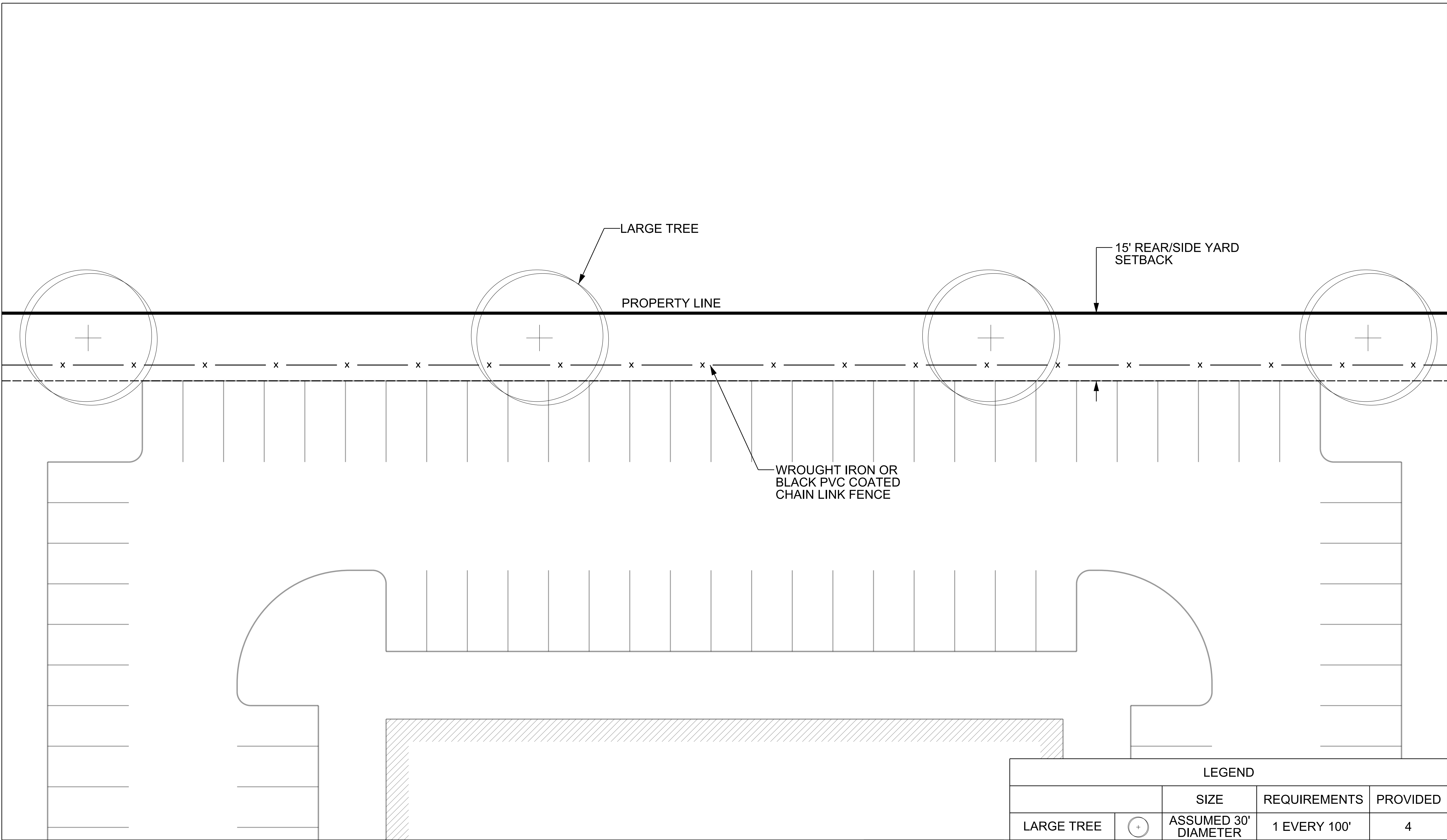
Created/Initiated

Approved

Approved

Approved

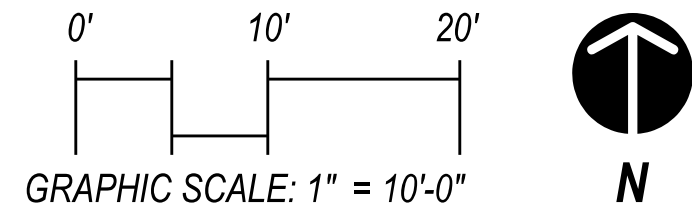
Final Approval



LEGEND			
	SIZE	REQUIREMENTS	PROVIDED
LARGE TREE	⊕ ASSUMED 30' DIAMETER	1 EVERY 100'	4

SECTION 12 LANDSCAPING REQUIREMENTS

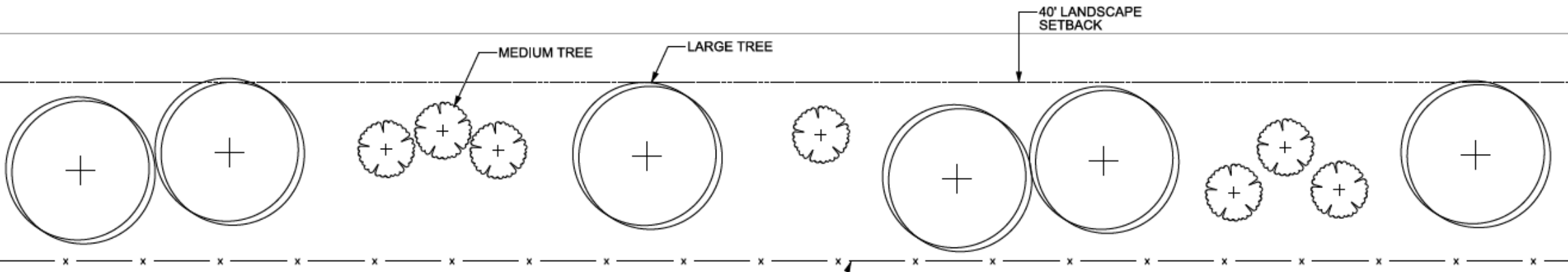
15' REAR/SIDE YARD SETBACK
SAN ANGELO



GRAPHIC SCALE: 1" = 10'-0"
THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. THE CONCEPT MAY NOT NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED.
APRIL 2026

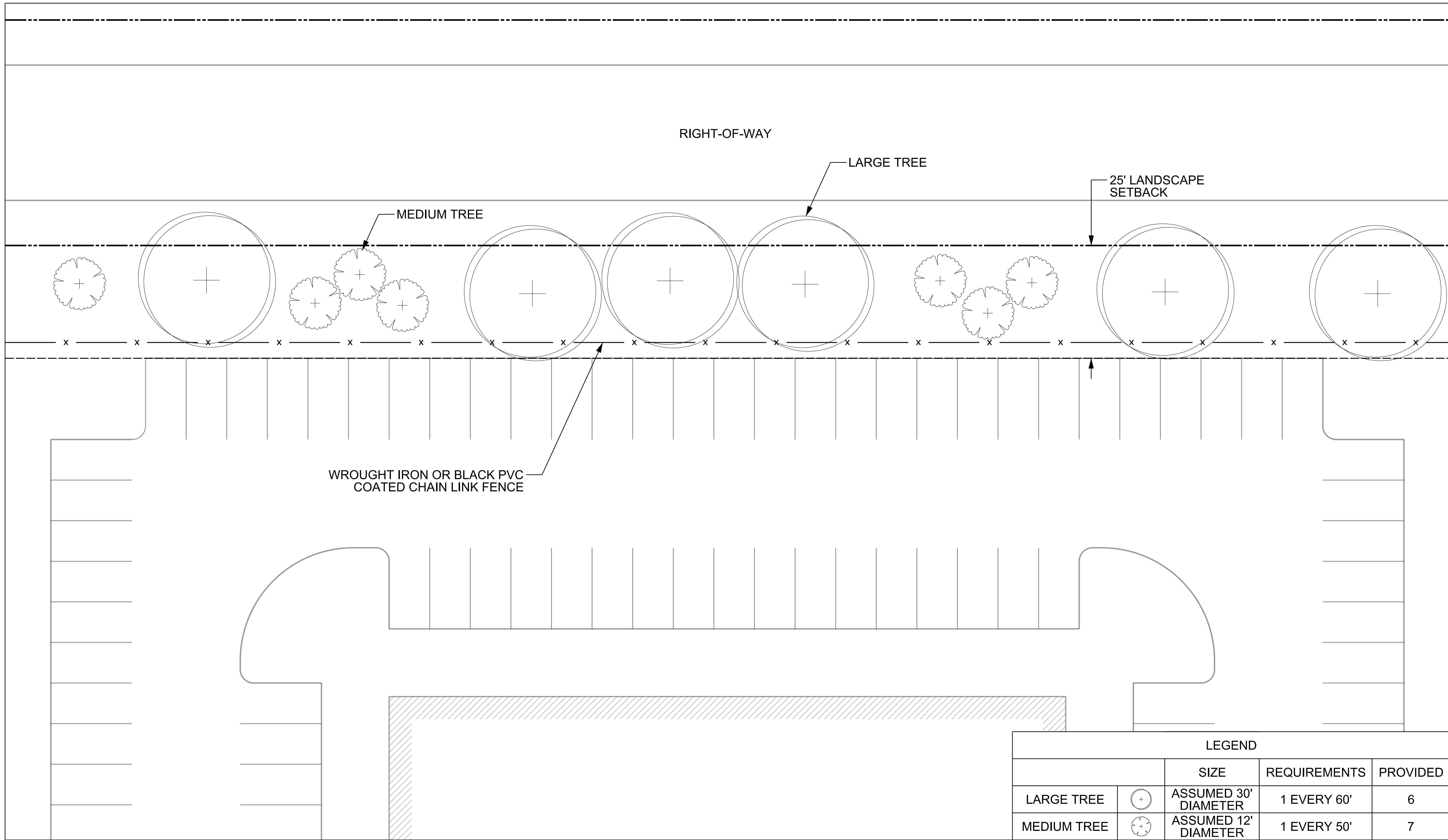
A:\PL\SIU_Users\Wilson\Public\San Angelo\20260331_cp_15.dgn

US 67 RIGHT-OF-WAY



WROUGHT IRON OR
BLACK PVC COATED
CHAIN LINK FENCE

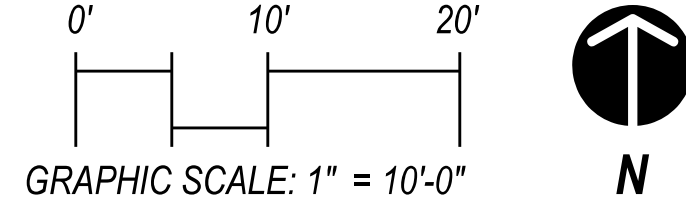
LEGEND				
		SIZE	REQUIREMENTS	PROVIDED
LARGE TREE	⊕	ASSUMED 30' DIAMETER	1 EVERY 60'	6
MEDIUM TREE	⊕+	ASSUMED 12' DIAMETER	1 EVERY 50'	7



LEGEND				
		SIZE	REQUIREMENTS	PROVIDED
LARGE TREE		ASSUMED 30' DIAMETER	1 EVERY 60'	6
MEDIUM TREE		ASSUMED 12' DIAMETER	1 EVERY 50'	7

SECTION 12 LANDSCAPING REQUIREMENTS

25' SETBACK
SAN ANGELO



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. THE CONCEPT MAY NOT NECESSARILY DEPICT THE PROJECT AS IT SHALL FINALLY BE DEVELOPED.
APRIL 2026

A:\PL\SIU_Users\Wilson\Public\San Angelo\0120260331_cp_25.dgn

ORDINANCE 2026

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12
“PLANNING AND DEVELOPMENT,” EXHIBIT A “ZONING ORDINANCE,” ARTICLE 4
“SPECIFIC USE STANDARDS” BY CREATING A NEW SECTION 430 “DATA CENTERS”;
PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Data Centers are a rapidly growing industry throughout the country, and a Data Center project has been proposed within the boundaries and limits of the City of San Angelo; and

WHEREAS, Data Center projects pose unique issues related to zoning, water use, and wastewater discharge that impacts public health, safety, and welfare; and

WHEREAS, City Council finds it necessary to define and clarify the appropriate locations, development standards, and regulations to ensure that Data Centers are operated with reasonable safeguards in place for the community; and

WHEREAS, the City retained Westwood Professional Services as a consultant to assist with the development of a “Northeast Sector Master Plan” which includes development of Data Center regulations; and

WHEREAS, on February 17, 2026, City Council held public discussion, took comments, and provided feedback to staff and Westwood regarding proposed Data Center regulations; and

WHEREAS, on March 23, 2026, Planning Commission held public discussion, took comments, and provided feedback to staff regarding the proposed Data Center regulations; and

WHEREAS, on April 20, 2026, after notice and public hearing, the Planning Commission considered the proposed Data Center regulations and made a recommendation for approval to City Council; and

WHEREAS, on April 22, 2026, City Council held a special meeting solely for presentation, discussion, and public input related to the proposed Data Center project and related regulations; and

WHEREAS, on the 5th day of May, 2026, the City Council after having held a public hearing, considered public comment, and considered recommendations from Planning Commission and City staff, City Council desires to amend Chapter 12 “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 4 “Specific Use Standards” by creating a new Section 430 “Data Centers”.

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

Section 1. Chapter 12 “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 4 “Specific Use Standards” be amended by creating a new Section 430 “Data Centers” as set out in **Exhibit “A”** attached hereto.

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 May 19, 2026.

Section 4. Nothing in this Ordinance shall be construed to invalidate, restrict, or otherwise impair any land use or structure that was legally established prior to the effective date in Section 3 above. Any enlargement, expansion, or extension of a pre-existing land use or structure shall comply with Article 6 “Nonconformities” of the Zoning Ordinance.

INTRODUCED with public hearing the 5th day of May 2026, and finally PASSED this 19th day of May, 2026.

THE CITY OF SAN ANGELO, TEXAS:

Tom Thompson, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Aaron Vannoy, Director of
Planning and Development Services

APPROVED AS TO FORM:

Brandon Dyson, City Attorney

Exhibit "A"

Sec. 430. Data Center

1. Definitions

- A. DATA CENTER - PRINCIPAL USE shall mean a business whose primary function is the storage, management, processing, and/or transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. A data center shall not include cryptocurrency mining.
- B. DATA CENTER – ACCESSORY USE shall mean a subordinate, incidental facility on the same platted lot or tract as a primary use (such as a hospital, office, manufacturing operation, or campus) designed to support its data storage, processing, and IT functions.
- C. CRYPTOCURRENCY MINING shall mean the process of validating cryptocurrency transactions on a blockchain network and creating new coins by using high-powered computers to solve complex mathematical puzzles.
- D. GENERATOR YARD means an area used to place and operate electrical power generating equipment, fuel tanks and regulators, and associated appurtenances.
- E. PRIVATE UTILITY means utilities and utility facilities and infrastructure (including but not limited to gas, electricity, cable, and telecommunication lines) owned and operated by individuals or private entities that are not political subdivisions.
- F. GROUND MOUNTED EQUIPMENT means, including but not limited to, generators, fuel tanks, cooling equipment, heat exchangers, universal power supply units, or any other outdoor equipment related

2. Applicability

- a. The standards and criteria contained within this section are minimum standards and shall apply to all new data centers.
- b. For this section, Residential Zoning Districts include R&E, RS1, RS2, RS3, RS4, RS5, RS6, RML, RM1, RM2, MHP, and MHS as well as Planned Development zoning districts with a base zoning of residential.
- c. New data centers shall be permitted as a principal use by Conditional Use (CU) only, in accordance with procedures set forth in Section 208.
- d. An application for a CU may be made within ML (Light Manufacturing) and MH (Heavy Manufacturing) Districts.
- e. In addition to those accessory uses allowed in the ML and MH zoning districts, the following uses are permitted:
 - i. Data Center
 - ii. Private Utility
 - iii. Generator Yard
 - iv. Guard/Security House
 - v. Battery Backup Storage

- f. All temporary uses related to construction and development, including, but not limited to: construction yards, construction trailers, and portable buildings. Temporary buildings require a building permit.
 - g. A Conditional Use is not required for a property zoned for a Planned Development District Site Plan (PD) zoning case specifically approving a “data center” use.
3. Data Center Site Plan requirements
- 1. A written description of the proposed work must accompany the following required graphical information
 - 2. A proposed site plan depicting the following site layout elements shall be submitted to staff for review:
 - i. Building location
 - ii. Building orientation
 - iii. Ground mounted equipment
 - iv. Setbacks (Building & Paving)
 - v. Sidewalk/pedestrian routes
 - vi. Vehicle parking orientation, layout, and space counts
 - vii. Driveways
 - viii. Vehicle and truck circulation routes within development
 - ix. Truck and trailer storage and parking areas
 - x. Screening for truck and trash areas
 - xi. Landscape Plan
 - xii. Grading Plan
 - xiii. Fencing
 - xiv. Retaining/Landscape Walls
 - xv. Light pole/fixture locations,
 - xvi. Lighting photometrics and specifications
 - xvii. Sound Study
 - xviii. Traffic impact analysis (TIA)
 - 3. The following building elements shall be submitted for staff review:
 - i. Building elevations
 - ii. Building material specifications
 - iii. Signage
 - iv. Exterior building mounted light fixture locations and specifications

4. Setbacks

- a. Residential Adjacency
 - i. Minimum front building setback: 200 feet to nearest property line of residentially zoned property, and 200 feet to nearest property line of residentially occupied property located outside of City limits.
 - ii. Ground-mounted equipment, including but not limited to generators, fuel tanks, cooling equipment, heat exchangers, universal power supply units, or any other outdoor equipment related to the functioning of a data center

as a principal use shall be prohibited from being located in any of the following:

- a. Between a building wall and a public or private street; and
 - b. Within 200 feet of any residentially zoned property
- b. Building Setbacks to street right-of-way, side and rear yards
 - i. Greater of 50 feet, or
 - ii. Building collapse zone
 - c. Pavement Setbacks to street right-of-way
 - i. 25 feet minimum
 - d. Pavement Setback to US 67 right-of-way
 - i. 40 feet minimum
 - e. Pavement Setbacks to side and rear yards
 - i. 15 feet minimum
 - f. Features that can be incorporated into the setback areas:
 - i. Signage
 - ii. Entry drives
 - iii. Sidewalks and Pedestrian Plazas
 - iv. Benches and other pedestrian amenities (including shade structures)
 - v. Planter and retaining walls
 - vi. Below-ground structures (utilities, etc.)
 - vii. Fencing and Landscaping

5. Building Height

- a. Maximum Height: 75 feet, measured at the top of the building plate (roof deck).
- b. Maximum Stories: 3 Stories above finished grade.
- c. Parapets, rooftop screening, and rooftop equipment shall not count toward maximum building height.
- d. Accessory structures located between the primary structure and property line shall be a maximum of 30 feet.

6. Building Configuration/Design

- a. Any building facade visible from public streets must incorporate a differentiation that breaks the mass of the facade every 100 horizontal linear feet by including at least one of the following changes in form and one of the following design elements:
 - i. change in building height of a minimum of 5' for buildings less than 30' tall and 10' for buildings 30' tall and taller, or
 - ii. building step-backs or recesses with a minimum depth of 2.5'
 - iii. design elements that are either:
 - a. change in building materials,
 - b. change in pattern, texture and/or color
- b. A data center building must include a main entrance feature that is differentiated from the remainder of the building façade by a change in building material, pattern, texture, color, or accent material. The entrance

feature must also either project or recess from the adjoining building plane.

- c. The preferred exterior construction materials for all building facing existing or future public right-of-way, and for any building façade that is more than 20% or more visible from existing or future public right-of-way shall be 100% of traditional masonry (i.e., brick, stone, architectural cast-stone, concrete block, or similar materials), concrete tilt wall, pre—cast concrete panels, and 3-stage stucco. The use of metal as an exterior construction material is permitted for any building facade that is less than 20% visible from a public street with no limit on other facades. All exterior building and screen-wall materials must be non-reflective.

7. Off-Street Parking Requirements

- a. One (1) space for each five hundred (500) square feet of floor area used for office, meeting, training, or security personnel uses.
- b. One (1) space for each employee of data hall area.
- c. Five (5) spaces for delivery vehicles.

8. Screening: Ground Mounted Equipment

- a. All ground-mounted equipment shall be fully screened by a masonry wall on all sides. Screening shall be one (1) foot taller than the height of the ground-mounted equipment. Perforation for ventilation is allowed, provided that the equipment remains fully visually screened.

9. Screening: Rooftop Equipment

- a. All rooftop equipment shall be fully screened on all sides by an opaque wall. Perforation for ventilation is allowed, provided that the equipment remains fully visually screened.
- b. Screening shall be one (1) foot taller than the height of the rooftop equipment or five (5) feet tall, whichever is greater.

10. Fencing

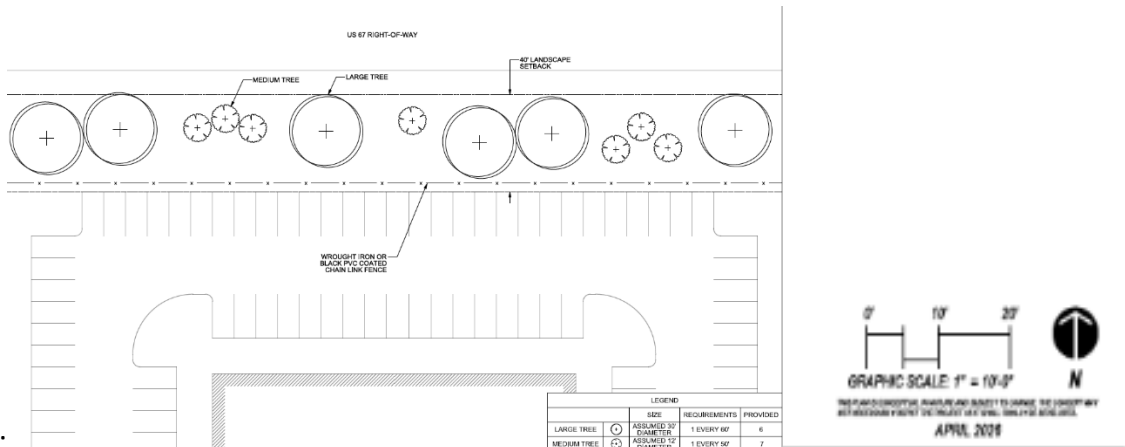
- a. Location and requirement of fencing shall be determined at the Conditional Use hearing for data centers as a primary land use
- b. Fencing materials may consist of masonry, wrought iron, or black PVC coated chain link. Non-PVC coated chain link or wooden fences are not allowed.
- c. If fencing along street frontage, masonry with two complementary masonry materials or wrought iron fencing material is required.
- d. If fencing along side or rear yards, masonry with two complementary masonry materials, wrought iron, or black PVC coated chain link fencing is allowed.

- e. Masonry walls shall be constructed of brick, natural stone, precast concrete panel, or architectural concrete masonry units (DMU) and have a decorative finish.
- f. All masonry walls shall have a finished face to abutting public rights-of-way and all adjacent properties.
- g. Perimeter fencing shall be a minimum of six (6) feet and maximum of eight (8) feet.
- h. Fencing may not be placed in front of landscaping adjacent to roads. There must be landscaping in front of any fence adjacent to the public roads.

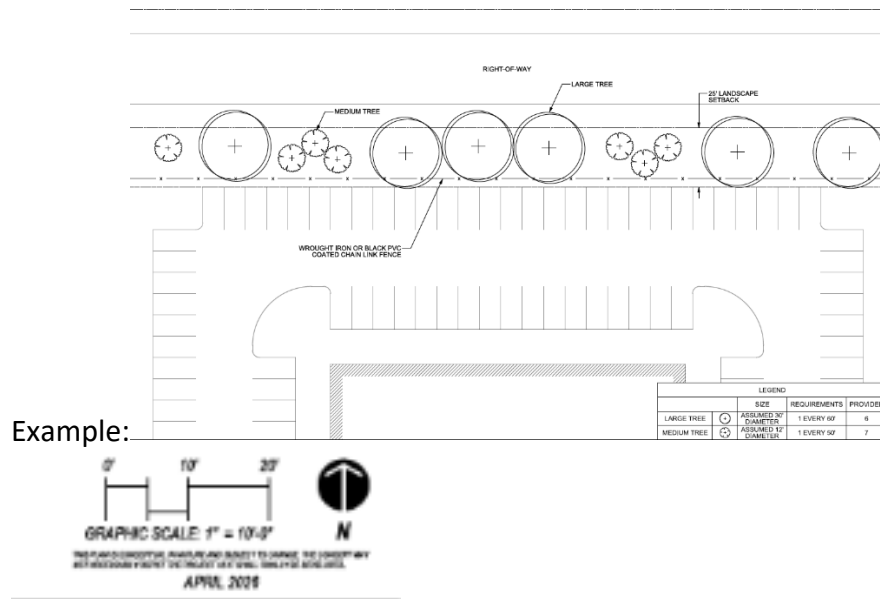
11. Landscaping

- a. Front, Side and Rear Yard Landscape Areas
 - i. Front yard Landscape Areas, located between public right-of-way and the pavement setback line shall be landscaped in accordance with Appendix A – Landscape Pre-Approved Plant List and the following:
 - a. 40’ Collectors, Arterials and Freeways Setback Standards:
 - i. One large tree with a minimum caliper of three (3) inches in diameter for every sixty (60) feet of parkway length,
 - ii. One medium tree with a minimum caliper of two (2) inches every fifty (50) feet of parkway length,

Example:

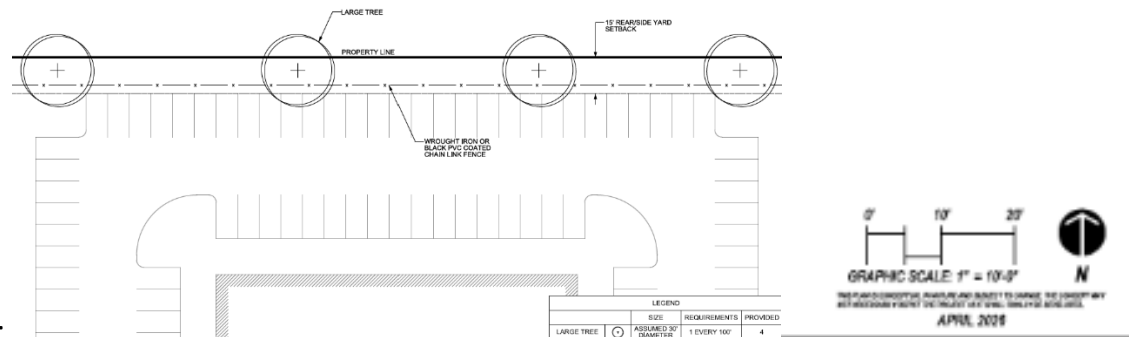


- b. 25’ All other publicly dedicated roads Setback Standards:
 - iii. One large tree with a minimum caliper of three (3) inches in diameter for every sixty (60) feet of parkway length,
 - iv. One medium tree with a minimum caliper of two (2) inches every fifty (50) feet of parkway length,



- c. Or applicant can submit an Alternate landscape plan. Submissions could include the following:
 - a. Natural environment preservation zones being a minimum of 40' wide
 - b. Integrated water conservation methods
 - c. Mulch, stones like river rock and boulders
 - d. Decomposed granite or similar style
- d. Plantings shall be outside of utility easements.
- e. Trees may be clustered in small groups at least fifty (50) feet apart. The landscape design shall have a free-flowing, natural, and unstructured style.
- f. Native and regionally adapted drought tolerant plant species are required to ensure long-term sustainability and reduced irrigation demand.
- ii. Side and Rear Yard Landscape Areas of 15' shall be landscaped in accordance with the following:
 - a. Plantings shall be outside of utility easements
 - b. Native and regionally adapted drought tolerant plant species are required to ensure long-term sustainability and reduced irrigation demand
 - c. one (1) large tree every one hundred (100) linear feet;

Example:



- d. Or applicant can submit an Alternate landscape plan. Submissions could include the following
 - e. Natural environment preservation zones being a minimum of 30' wide
 - f. Integrated water conservation methods
 - g. Mulch, stones like river rock and boulders
 - h. Decomposed granite
- e. Thorned or security buffer plant species may be utilized within perimeter screening areas but shall not be installed adjacent to pedestrian circulation routes or public access points.
- iii. Grass and Sod
 - a. All sites shall have properly maintained grass or native/adaptive groundcover alternatives within the landscape areas.

12. Parking Lots

- a. Parking lots will be limited to a maximum of 100 spaces per parking area without a landscaped island between parking areas.
- b. Landscape islands serving to break up the areas of paving and the perimeter of parking lots shall be a minimum of ten (10) feet wide and include planting material from the approved planting list.
- c. Parking areas shall have buffers of at least ten (10) feet from any building face fronting on a street and ten (10) feet from side and rear building faces to allow for a combination of landscaping and sidewalks.
- d. Parking islands are required at one (1) per every ten (10) parking spaces with one (1) large canopy tree per every ten (10) parking spaces.
- e. Landscape designs should incorporate xeriscape irrigation zoning and plant groupings based on water demand where practical.

13. Lighting

- a. Concealment and shielding. Light sources shall be concealed or shielded with luminaries containing shielding, skirts, or cut-offs with a cutoff angle not

exceeding ninety (90) degrees to minimize the potential for glare and unnecessary diffusion on adjacent property. For purposes of this requirement, the angle shall be measured using a line drawn from the direction of light rays at the light source or reflector, and a line perpendicular to the ground from the light source above from which no light is emitted.

- b. Glare prohibited. Lighting shall not cast glare onto adjacent lots or streets in any way that decreases the safety of pedestrians and vehicles.
- c. Maximum spillover. In no case shall exterior lighting add more than .25 footcandles to illumination levels at the property line.
- d. Free standing light fixtures shall not exceed thirty (30) feet in height. For the purposes of this requirement, height shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.
- e. Uplighting. Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.
- f. Building-mounted fixtures. Building-mounted light fixtures shall be attached to walls, and the top fixture shall not be lower than ten (10) feet or higher than eighteen (18) feet above finished grade, except entry/exit lighting positioned above the entry/exit.
- g. Security lighting. Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather- and vandal-resistant covering, be a managed light source, and directed down to minimize glare and intrusiveness.
- h. Unless otherwise specified in this ordinance, the maximum allowable correlated color temperature (*CCT*) for outdoor *Luminaires* is 3000 K.
- i. Lighting will be subject to inspections and enforcement pursuant to Article 8.11 of the San Angelo Code of Ordinances, as amended.

14. Noise

- a. Any noise that emanates from all activity associated with any data center is limited to a maximum sound level of 60 dBa during the daytime and 55 dBa at nighttime. Such levels are measured at the property line. Notwithstanding the foregoing, noise shall be further subject to Article 8.01 of the San Angelo Code of Ordinances, as amended. The maximum sound level in this section does not apply to:
 - i. Demolition work on buildings, structures, or appurtenances and/or the testing of generators consistent with the requirements of the Planning and Development Services;
 - ii. Any situation arising from sudden and reasonably unforeseen events (beyond the control of the facility operator) that require the response of emergency vehicles or temporary use of emergency generators.
 - iii. Generator testing conducted between 9:00 a.m. until 4:00 p.m. unless testing at a time outside of this range is required by Planning and Development Services.

- b. Noise studies. The following noise propagation studies must be conducted and submitted to the Planning and Development Services Director:
- i. A sound modeling study that demonstrates compliance with the maximum sound levels must be submitted prior to approval of a final site plan. This study must be specific to the proposed site topography, layout and building type, scale, height and construction proposed. This study must show noise conditions at the site prior to project development at set locations determined by the Planning and Development Services Director and must provide model-predicted noise conditions resulting from the proposed project post-development.
 - ii. The study must include all proposed development on a lot or site plan. If the development will be completed in phases, the study must address both the proposed phase and the ultimate buildout at full occupancy of the proposed development. The study must address the expected maximum noise output with all cooling and any other noise-generating equipment operating simultaneously at full operational load.
 - iii. The sound study must be prepared by a professional engineer licensed professional engineer, specializing in acoustics or an engineer Board Certified by the Institute of Noise Control Engineers. Study methodology should be in accordance with ISO 9613 standards.
 - iv. The sound modeling study must include recommendations for sound mitigation measures, if they are necessary for the use to comply with maximum sound levels. These mitigation measures, if applicable, must be reflected on the site plan and incorporated into conditions of site plan approval. If mitigation measures are building related, they must be included in the building plans prior to issuance of building permit(s). In the event the sound modeling study shows compliance with the maximum sound levels without the use of sound mitigation, no mitigation measures are required.
 - v. Within 60 days of issuance of a certificate of occupancy for each phase or development and at any time the Planning and Development Services Director requests it, a post-development sound study must be submitted. The study must be conducted at a time generally known for peak data center cooling operations. In the event the study shows that the use exceeds maximum allowable decibel levels, the operator must immediately undertake all necessary efforts to comply.
- c. Low Frequency Noise
- i. Standard. Low frequency noise shall be evaluated in accordance with ANSI S12.9 Part 4, Annex D (most current edition).
 - ii. Maximum Thresholds. The following octave-band sound pressure level limits shall not be exceeded:

Octave Band Center Frequency	Maximum (dB re 20 μ Pa)
------------------------------	-----------------------------

16 Hz	65 dB
31.5 Hz	65 dB
63 Hz	60 dB

- iii. Measurement Location. All low frequency noise measurements shall be taken at the property line nearest the noise source, or at the exterior wall of the nearest occupied residential structure, whichever location produces the higher reading.
 - iv. Measurement Protocol.
 - a. Instrumentation: Measurements shall be performed using a Class 1 integrating sound level meter (per IEC 61672) with 1/1 octave band filters (per IEC 61260) and a current calibration certificate.
 - b. Duration: Each measurement shall consist of a minimum 15-minute equivalent continuous sound pressure level (Leq) at each octave band.
 - c. Weather Conditions: Measurements shall not be conducted when sustained wind speed exceeds 5 meters per second (11 mph) at microphone height, during precipitation, or during temperature inversions. A windscreen shall be used on the microphone for all outdoor measurements.
 - d. Background Correction: If the difference between the measured level (source plus background) and the background-only level is less than 10 dB in any octave band, a correction per ANSI S12.9 Part 4 methodology shall be applied. If the difference is less than 3 dB, the measurement for that band shall be considered inconclusive.
 - v. Relationship to A-Weighted Limits. The low frequency noise limits in this subsection apply independently of, and in addition to, the A-weighted maximum sound levels established in Section 15(a). Compliance with both standards is required.
 - vi. Qualified Practitioner. All low frequency noise measurements required under this subsection shall be performed by or under the direct supervision of a licensed professional engineer specializing in acoustics, or an engineer Board Certified by the Institute of Noise Control Engineers.
- d. Generators
- i. Routine generator exercise maintenance is limited to Monday – Friday between the hours of 9 a.m. and 4 p.m.
 - ii. Emergency maintenance may occur outside of the stated hours with notification of the Planning & Development Services Director within 72 hours of the event.
 - iii. Generators must be enclosed in a Level 3 enclosures or other enclosures designed to attenuate sound and protect from the elements, limiting sound to 68-70 dBA measured 25 feet from the generator. All equipment onsite must comply with this section, including maximum sound levels at all lot lines.
 - iv. Onsite generators must meet or exceed EPA Tier 4 emission standards.

- v. Battery Energy Storage Systems (BESS), comprised of rechargeable batteries that store electrical energy from the power grid or renewable sources to manage peak demand, stabilize the grid, or provide backup power are permitted.

15. Water Usage

- a. All Data Centers must follow Chapter 11 "Utilities," Article 11.02 "Water and Sewer Systems," Division 2 "Water Service," of the City of San Angelo municipal ordinances.

16. Coolant Water Discharge

- a. All Data Centers must follow Chapter 11 "Utilities" Article 11.02 "Water and Sewer Systems," Division 3 "Sewer Service," Part III "Discharges Into Sewer System," of the City of San Angelo municipal ordinances.

Appendix A

Landscape Pre-Approved Plant List

Large (canopy) trees

Quercus laceyi – Lacey Oak

Quercus macrocarpa – Bur Oak

Quercus virginiana – Live Oak

Ulmus crassifolia – Cedar Elm

Medium (ornamental) trees

Chilopsis linearis – Desert Willow

Diospyros texana – Texas Persimmon

Rhus lanceolata – Flameleaf Sumac

Sophora secundiflora – Texas Mountain Laurel

Ungnadia speciosa – Mexican Buckeye

Large evergreen shrubs

Aloysia gratissima – Whitebrush

Colubrina texensis – Texas Snakewood

Leucophyllum frutescens – Texas Sage

Rhus microphylla – Littleleaf Sumac

Rhus virens – Evergreen Sumac

Small to medium shrubs

Anisacanthus quadrifidus – Flame Acanthus

Berberis trifoliolata – Algerita

Buddleja marrubifolia – Woolly Butterfly Bush

Larrea tridentata – Creosote Bush

Tecoma stans – Texas Yellow Bells

Ornamentals and accent plants

Chrysactinia mexicana – Damianita

Dalea formosa – Feather Dalea

Dalea frutescens – Black Dalea

Dasyllirion texanum – Desert Spoon

Dasyllirion wheeleri – Sotol

Fallugia paradoxa – Apache Plum

Fouquieria splendens – Ocotillo

Hesperaloe parviflora – Red Yucca

Menodora longiflora – Showy Menodora

Muhlenbergia rigens – Deer Grass

Nolina lindheimeriana – Devil's Shoestring

Nolina Texana -- Texas beargrass

Pavonia lasiopetala – Rock Rose
Salvia greggii – Autumn Sage
Stipa tenuissima – Feather Grass
Yucca recurvifolia – Soft leaf Yucca

Native (and well-adapted) short grasses

Aristida purpurea – Purple Threeawn grass
Bouteloua curtipendula – Sideoats grama grass
Bouteloua dactyloides – Buffalo grass
Sorghastrum nutans – Indian Grass

Recommended Diversity Guidance

To promote plant health and reduce risk of widespread landscape failure, no single species should exceed thirty percent (30%) of total tree or shrub plantings.

ORDINANCE 2026

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 12
“PLANNING AND DEVELOPMENT,” EXHIBIT A “ZONING ORDINANCE,” ARTICLE 3
“USE REGULATIONS,” SECTION 313 “USE TABLE”; PROVIDING FOR SEVERABILITY;
AND, PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Data Centers are a rapidly growing industry throughout the country, and a Data Center project has been proposed within the boundaries and limits of the City of San Angelo; and

WHEREAS, Data Center projects pose unique issues related to zoning, water use, and wastewater discharge that impacts public health, safety, and welfare; and

WHEREAS, City Council finds it necessary to define and clarify the appropriate locations, development standards, and regulations to ensure that Data Centers are operated with reasonable safeguards in place for the community; and

WHEREAS, the City retained Westwood Professional Services as a consultant to assist with the development of a “Northeast Sector Master Plan” which includes development of Data Center regulations; and

WHEREAS, on February 17, 2026, City Council held public discussion, took comments, and provided feedback to staff and Westwood regarding proposed Data Center regulations; and

WHEREAS, on March 23, 2026, Planning Commission held public discussion, took comments, and provided feedback to staff regarding the proposed Data Center regulations; and

WHEREAS, on April 20, 2026, after notice and public hearing, the Planning Commission considered the proposed Data Center regulations and made a recommendation for approval to City Council; and

WHEREAS, on April 22, 2026, City Council held a special meeting solely for presentation, discussion, and public input related to the proposed Data Center project and related regulations; and

WHEREAS, on the 5th day of May, 2026, the City Council after having held a public hearing, considered public comment, and considered recommendations from Planning Commission and City staff, City Council desires to amend Chapter 12 “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 313 “Use Table.”

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

Section 1. Chapter 12 “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 313 “Use Table” be amended as set out in **Exhibit “A”** attached hereto.

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 May 19, 2026.

INTRODUCED with public hearing the 5th day of May 2026, and finally PASSED this 19th day of May, 2026.

THE CITY OF SAN ANGELO, TEXAS:

Tom Thompson, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Aaron Vannoy, Director of
Planning and Development Services

APPROVED AS TO FORM:

Brandon Dyson, City Attorney

Exhibit "A"

313 Use Table

Add:

Use Category	Short Definition (see also Chap. 8)	*	Residential Districts						Nonresidential Districts								
			R & E	R 1	R 2	R 3	R 1	R 2	M H P	M H S	C N	C O	C G	C H	C D	O B	M W
A = Allowed			C = Conditional			S = Special Use			* = Specific Use Regulations May Apply. See Article 4.								

Industrial

Data Centers	business whose primary function is the storage, management, processing, and/or transmission of digital data	*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	-
--------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Brandon Dyson, City Attorney, Legal

Meeting Date: May 5, 2026

Item type: Executive Session Item

Caption:

Section 551.071 - Consultation with attorney regarding City water projects

Staff Recommendation:

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

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