City Council Agenda
12/15/2015

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on December 15, 2015 at 9:00 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. **Prayer and Pledge**
3. **Proclamations/Recognitions**
   a. Recognition of City employees who successfully completed the Supervisor Safety Program
   b. Recognition of the state championships won by the Miles Bulldogs and San Angelo Gators youth flag football teams
4. **Public Comment**

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than five minutes. Council members may request that a discussed item be placed on a future agenda. The Council takes public comment on all Regular Agenda items during the discussion of those items.

5. **Consent Agenda**
   a. Consider approving the December 1, 2015 City Council regular meeting minutes (B.Kendrick)
   b. Consider authorizing the City Manager to execute and deliver a fourth amendment to the interlocal cooperation agreement between the Concho Valley Transit District (CVTD) and the City of San Angelo, in substantially the attached form. (M.Chegwidden)
   c. Consider approving a contract with Harrison Roofing in the amount of $69,363.00 and authorizing City Manager to negotiate and execute all related documents for re-roofing of the Southside Recreation Center, 2750 Ben Ficklin Road (R.Lewis)
   d. Consider approving an agreement between the City of San Angelo and The Corporation for National and Community Service (AmeriCorps National Civilian Community Corps - NCCC) for a service project (from February 19 to April 1, 2016) and authorizing the Mayor or the City Manager to execute this agreement (C.White)
   e. Consider approving an agreement between the City of San Angelo and the San Angelo Symphony Society for In-Kind Support for the July 3rd Pops Concert, and authorizing the Mayor and/or the City Manager to execute said agreement (C.White)

f. Consider declaring the north 1.5 acres of W. R. Probst 5.0 acre tract out of the James Williams Survey 121 1/2 surplus property and disposing of said surplus property under published RFB No. RE-03-16 for the highest sealed bid, being $13,100.50 submitted by Miguel Duran and authorizing the Mayor, City Manager or his designee to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights (C.Preas)

g. Consider approving a new 40-year lake lot residential lease with the following Tenant (C.Preas):

   Sammie Angela Brown Management Trust: Lot 11, Group Lincoln Park East, Lake Nasworthy Addition

h. Consider adopting a resolution authorizing the Mayor to execute a Resolution authorizing sale of the following Tax Lot under the Urban Redevelopment Program (C. Preas):

   711 W. 19th Street (Galilee Community Development Corporation)

i. Consider authorizing the sale of the following Lake Nasworthy property to current residential lake lot lease holder for the appraised value (C.Preas):

   Lot 4, Block 1, Group 20 (2109 Hillside Drive) $51,400
   Lot 1, Block 1, Group 15 (2302 Fisherman's Road) $110,000

j. Second reading and consider adopting an ordinance amending the 2015-2016 budget for capital projects, incomplete projects, new projects, and grants (M.Chegwidden)

k. Second reading and consider adopting an ordinance amending Appendix A, Article A8.000 by updating the Monthly Water and Sewer Rates (B.Riley)

6. Regular Agenda

a. Consider awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in an amount of $66,730 in initial hardware costs and $131,602 annual subscription costs thereafter, in substantially attached form, and authorizing City Manager to execute the said contract - (Presentation by Fleet Services Superintendent Ryan Kramer)

b. First public hearing and consideration of an ordinance amending the San Angelo Code of Ordinances by amending Section 6.03.031 “Adoption And Amendments”, deleting Section 6.03.063 “ and adding Article 6.05 “Open Burning” as well as amending Chapter 10 “Traffic Control” Section 10.04.008 “Fire Lanes” - (Presentation by Fire Marshal Ross Coleman)

c. An ordinance amending the Code of Ordinances of the City of San Angelo, Texas by deleting and replacing Chapter 4 Article 4.05 “Dangerous Buildings” in its entirety; providing for severability; providing for a penalty; and providing for an effective date - (Presentation by Fire Marshal Ross Coleman)

d. First public hearing and consideration of introducing an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code - (Presentation by Building Official Al Torres)

e. Consider approval and public hearing of the 2014 Consolidated Annual Performance and Evaluation Report (CAPER) - (Presentation by Neighborhood Services Director Bob Salas)

f. Review, discussion, and possible action on the ordinance and bylaws governing the Animal Shelter Advisory Committee (ASAC) - (Presentation by Neighborhood Services Assistant Director James Flores)

g. Consider approving a resolution of general support for a Low Income Housing Tax Credit (LIHTC) project by Zimmerman Properties, LLC to construct affordable housing apartments in San Angelo on 29th and MLK Ave - (Presentation by Neighborhood Services Director Bob Salas)

h. First public hearing and consideration of an ordinance amending chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" of the Code of Ordinance of the City of San Angelo, Texas by adding Division 6 " Use of wireless communication devices"; Providing for a penalty; providing for severability, and providing an effective date

i. First Reading and Public Hearing for Case Z15-06, an Ordinance approving a request from the Petra Firma Development Group, Inc. to authorize a Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts, on 44.821 acres generally located north of Arden Road, west of F.M. 2288 (Presentation by Planning & Development Services Director Jon James)

j. First Reading and Public Hearing for Case Z15-09, an Ordinance approving a request from the Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc. to authorize a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District, on 1.49 acres generally located at the northwest corner of North Main Street and East 8th Street (Presentation by Planning & Development Services Director Jon James)

k. First Reading and Public Hearing on the adoption of an Ordinance amending Chapter 2 “Administration and Personnel,” Article 2.07 “Boards, Committees and Commissions,” Division 3 “Zoning Board of Adjustment” (Presentation by Planning & Development Services Director Jon James)

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 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:

   1. 2013 Sealcoating Program Contract;
   2. Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
   3. Templeton Construction, Inc.

b. Section 551.071(2) to consult with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding the West Texas Water Partnership

c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to drainage

8. Follow Up and Administrative Issues

a. Consideration of and possible action on matters discussed in Executive/Closed 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 the City Hall of the City of San Angelo, Texas, on the 9th day of December 2015, at 10:30 a.m.

_____

Bryan Kendrick, City Clerk

All agenda items are subject to action. All contracts/agreements are presented in substantially the attached form. The City Council reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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 City Clerk's Office at 325-657-4405.

City Council meetings are broadcast on Channel 17-Government Access at 10:30 A.M. and 7:00 P.M. every day for two weeks beginning on the Thursday after each meeting.

Recognition

Teams that compete in the youth flag football program offered by the City of San Angelo's Recreation Division have a proud tradition of bringing home state championships. This year was no exception. Two local squads won titles at the state tournament November 13-15 in Burnet – the Miles Bulldogs in the 10 and under division, and the San Angelo Gators in the 8 and under division.

The roster for the Miles Bulldogs includes Hayden Book, Shelton Petrey, Brylee Holik, Gunner McAda, Carson Ellison, Adam Castaneda, Auden Torres, Keagan Riddle, Kaden Crocker, Jack Duncan, Cooper Ellison and Rylan Torres. The Bulldogs are coached by Shawn Riddle and Bubba Ellison.

Playing for the San Angelo Gators were Christian English, Gunnar Brooks, Landon Stovall, Caleb Jordan, Alex Salinas, A-Jay Romero, Andrew Espinoza, Edron Green, Elijah Howard, Braylon White and Isreal Bogs. The Gators are coached by Terry English.

Their athletic achievements on the field and their sportsmanship off of it make us all proud. Go, Bulldogs! And go, Gators!

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, on behalf of the City Council, do hereby recognize and applaud

The Miles Bulldogs
and
The San Angelo Gators

for their achievements and positive determination to make a difference in our community.

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 15th day of December, 2015.*

_____

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, December 1, 2015

Present:

Mayor Dwain Morrison
Council Member Rodney Fleming, SMD 1
Council Member Marty Self, SMD 2
Council Member Lucy Gonzales, SMD 4
Council Member Elizabeth Grindstaff, SMD 5
Council Member Charlotte Farmer, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 9:04 a.m. on Tuesday, December 1, 2015, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Reverend John S. Pope Jr. from Galilee Baptist; and the pledges were led by Lesli Salas (5th grader) from Cornerstone Christian School

3. National Anthem

The National Anthem and Silent Night were performed by Lee Middle School.

4. Proclamations/Recognitions

"Concho Christmas Celebration Day", December 5th, 2015 was received by Lee Pfluger.

5. Public Comment

Ladena Harton expressed her concerns about mandatory micro-chipping of pets. RA Cantrell expressed his concerns over the recent waste management contract. Members of the City Council expressed their support for the Local football teams and their respective playoff successes.

6. Consent Agenda

a. Approval of the:
   1. November 3, 2015 City Council regular meeting minutes
   2. November 3, 2015 City Council special joint meeting minutes; and
   3. November 12, 2015 City Council special meeting minutes
b. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property:
   1. Lots 11 and 12, Block 78, Miles Addition; 106 W. 12th Street; Francisco J. Gloria ($3,230)
   2. Lot 10A, Block 27, Miles Addition; 820 N. Oakes; Joe Pena Chavarria & Azalia C. Chavarria ($2,750)
c. Approval of authorizing the City Manager, or his designee to renew the Grazing and Agricultural Lease with Gary Halfmann and Sherry Halfmann of 3,664.30 acres of City property located north of FM 380 near the City Farm

d. Approval of awarding bid VM-06-15 – Fuel Purchases, in an annual amount of $2,500,000 and authorizing the City Manager or designee to execute any necessary related documents
e. Item pulled for discussion
f. Item pulled for discussion
g. Approval of awarding:
    1. RFB FD-02-15 Ambulance Chassis to Jim Bass Ford in the amount of $70,656 for two ambulance chassis, budgeted for purchase FY2016, and authorizing the City Manager or designee to execute any related documents
    2. FD-01-16 to Ambulance box remounts to Frazer, LTD., utilizing HGAC contract # AM10-14 , budgeted for purchase in FY2016 for two (2) ambulance box remounts, not to exceed $135,000, and authorizing the City Manager or his designee to execute any necessary related documents
h. Approval and ratification of the COSADC Board recommendation for the Board President to execute an Economic Development BREP Performance Agreement with Armando Martinez d/b/a Mrs. Rios Corn Products in substantially the same form as the attached in the amount of $5,500 in economic incentives
i. Approval and ratification of the COSADC Board recommendation for the the COSADC Board President to execute an Economic Development BREP Performance Agreement with Phil Skinner d/b/a The Sign Shop in substantially the same form as the attached in the amount of $7,000 in economic incentives
j. Approval and ratification the City of San Angelo Development Corporation's approval of a Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo for the partial funding to conduct a pilot test for the design of direct potable reuse of reclaimed water
k. Approval and ratification the City of San Angelo Development Corporation's approval of a Memorandum of Understanding by and between the City of San Angelo Development Corporation and the City of San Angelo for the partial funding of a gauging station on the Red Arroyo relating to the Red Arroyo Feasibility Study
l. Second Public Hearing and approval for Case SU14-05, Adopting an ordinance approving a request from Darnell Construction LLC to authorize an Amendment to a Special Use to allow the additional uses of repair, fueling, maintenance of equipment, and indoor storage of equipment and materials on 8.140 acres located at 4750 South Chadbourne Street
m. Second Public Hearing and approval for Case Z15-08, adopting an ordinance approving a request from SAISD to authorize a Zone Change from the Office Commercial (CO) Zoning District to the General Commercial (CG) Zoning District, on 1.761 acres located at the northwest intersection of Knickerbocker Road and South Jackson Street
n. Second hearing and adoption of an ordinance amending Chapter 7, Article 7.06, Sec. 7.06.001 Definitions, State rules, by replacing 25 Texas Administrative Code, Chapter 229 with Texas Administrative Code, Chapter 228; amending Sec. 7.06.002 Adoption of state rules, by replacing Texas Food Establishment Rules, Chapter 229 with Chapter 228; and amending Sec. 7.06.005 (a), Mobile food establishments by replacing section 229.169 with section 228.221 of the Texas Food Establishment Rules

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve the Consent Agenda, with the exception of items 5e and 5f. The motion carried unanimously six (6) ayes to zero (0) nays.

e. Approval of awarding RFB VM-02-16 Police Pursuit Vehicles to Jim Bass Ford (San Angelo, TX) in the amount of $237,000 per fiscal year, for the purchase of six (6) units (with the option to

purchase two (2) additional units), and authorizing the City Manager or designee to execute any related documents

Motion: Council Member Fleming made a motion, seconded by Council Member Farmer, to approve awarding the bid, as presented. The motion carried five (5) ayes to one (1) nay, with Council Member Self casting the dissenting vote.

f. Approval of awarding RFB VM-08-15 Passenger Vehicles to Jim Bass Ford (San Angelo, TX) in the amount of $95,000 per fiscal year, for the purchase of four (4) units (with the option to purchase one (1) additional unit), and authorizing the City Manager or designee to execute any related documents

Motion: Council Member Self made a motion, seconded by Council Member Fleming, to approve awarding the bid, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

7. Regular Agenda

a. Discussion and public comment on the development at 6025 Southwest Blvd, including a timeline of past approvals and surrounding zoning
This item was requested by Council Member Fleming, a presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record*.

Citizen Christina De Leo expressed her concerns regarding safety related to the zoning history of this address and asked for sidewalks and a school crosswalk to be instituted.

City Manager Daniel Valenzuela noted that he would meet with staff about the possibility of adding a school crosswalk and any related study.

No action was taken on this item

b. Approval of a slate of proposed City of San Angelo logos for citizens' consideration in an online survey
A presentation was made by Public Information Officer Anthony Wilson. *A copy of the report is part of the permanent supplemental record.*

Public comments were made both in opposition and in support of this process and the related survey.

Motion: Council Member Self made a motion, seconded by Council Member Grindstaff, to approve the online survey. The motion carried five (5) ayes to one (1) nay, with Council Member Farmer casting the dissenting vote.

RECESS: The meeting recessed at 10:06 a.m.

RECONVENE: The meeting was reconvened at 10:34 a.m.

c. Approval of first public hearing and consideration of an ordinance amending Appendix A, Article A8.000, Subsection A8.002 Monthly Water Rates
A presentation was made by Water Utilities Director Bill Riley. *A copy of the report is part of the permanent supplemental record.*

Public comments were made by several citizens expressing both concerns and support for the necessity of increasing water rates.

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to approve the ordinance, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

d. Postponement of first public hearing and consideration of an ordinance amending the San Angelo Code of Ordinances by amending Section 6.03.031 "Adoption And Amendments", deleting Section 6.03.063 " and adding Article 6.05 "Open Burning" as well as amending Chapter 10 "Traffic Control" Section 10.04.008 "Fire Lanes"

Consensus of City Council was to postpone this item until the next City Council Meeting.

e. Postponement first public hearing and consideration of introducing an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code

Consensus of City Council was to postpone this item until the next City Council Meeting.

f. Adoption of a resolution authorizing the San Angelo Police Department to apply for the Body-Worn Camera Program Grant with a 25% match estimated to be $47,500 and designating the City Manager as the authorized official
A presentation was made by Police Chief Tim Vasquez. *A copy of the report is part of the permanent supplemental record.*

Motion: Council Member Farmer made a motion, seconded by Council Member Fleming, to adopt the resolution, as presented. The motion carried five (5) ayes to one (1) nay, with Council Member Gonzales casting the dissenting vote.

g. Postponement of consideration of adopting a resolution supporting United States Army Special Operations Command, UWEX 16 Exercise, Realistic Military Training concept training within the City limits from March 10th to June 5th 2016

Consensus of City Council was to postpone this item until the next City Council Meeting.

h. Authorization for staff to proceed with designing and requesting bids for the construction of new improvements to the Texas Bank Sports Complex to include a new restroom/concessions building, small pavilion and other enhancements needed, utilizing existing half-cent sales tax funds allocated for "sports and athletic facilities"
A presentation was made by Parks & Recreation Director Carl White. *A copy of the report is part of the permanent supplemental record.*

Motion: Council Member Farmer made a motion, seconded by Council Member Fleming, to authorize staff to proceed, as presented. The motion carried unanimously five (5) ayes to one (1) nay, with Council Member Gonzales casting the dissenting vote.

i. Approval of adopting a resolution:
   1. Accepting a Comprehensive Financial Plan and available Funding from the City of San Angelo, City of San Angelo Development Corporation and the San Angelo Performing Arts Coalition and San Angelo Area Foundation;

2. Approving an amendment to the Contract between the City of San Angelo and the San Angelo Performing Arts Coalition (SAPAC) extending the term to a 30 Year contract with two (2) 10 Year options to renew; and
3. Approving an Amendment to the Office Lease Agreement between the City of San Angelo and the San Angelo Symphony Society, Inc., extending the term to a 30 Year contract and two (2) 10 Year options to renew

A presentation was made by Assistant City Manager Rick Weise. *A copy of the report is part of the permanent supplemental record.*

Motion: Council Member Grindstaff made a motion, seconded by Council Member Farmer, to adopt the resolution accepting the Comprehensive Financial Plan and available Funding (Item 7i1), as presented. The motion carried unanimously five (5) ayes to zero (0) nays, with Council Member Self abstaining.

Motion: Council Member Farmer made a motion, seconded by Council Member Fleming, to adopt the resolution approving the amendment to the contract (Item 7i2), as presented. The motion carried unanimously five (5) ayes to zero (0) nays, with Council Member Self abstaining.

Motion: Council Member Farmer made a motion, seconded by Council Member Fleming, to adopt the resolution approving to the lease agreement (Item 7i3), as presented. The motion carried four (4) ayes to one (1) nay, with Mayor Morrison casting the dissenting vote; and with Council Member Self abstaining.

j. <u>Approval of Amendment #1 to the Construction Manager at Risk (CMAR) Contract with Lee Lewis Construction, Inc. for the Auditorium Renovation/Expansion Project in the amount of $10,369,494 and authorizing the Mayor to execute said Amendment to the Contract</u>
A presentation was made by Assistant City Manager Rick Weise. *A copy of the report is part of the permanent supplemental record.*

Motion: Council Member Grindstaff made a motion, seconded by Council Member Farmer, to approve the amendment, as presented. The motion carried unanimously five (5) ayes to one (0) nays, with Council Member Self abstaining.

k. <u>Approval of first public hearing and introduction of an ordinance amending the 2015-2016 budget for capital projects, incomplete projects, new projects, and grants</u>
A presentation was made by Budget Manager Morgan Chegwidden. *A copy of the report is part of the permanent supplemental record.*

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to approve the ordinance, with the exception of the funding for the Development Corporation position. The motion carried unanimously six (6) ayes to zero (0) nays.

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve adding the Development Corporation position back into the ordinance, as presented. The motion carried five (5) ayes to one (1) nay, with Mayor Morrison casting the dissenting vote.

l. <u>Postponement of consideration of awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in an amount of $66,730 in initial hardware costs and $131,602</u>

annual subscription costs thereafter, in substantially attached form, and authorizing City Manager to execute the said contract

Consensus of City Council was to postpone this item until the next City Council Meeting.

8. 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 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:

   1. 2013 Sealcoating Program Contract;
   2. Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
   3. Templeton Construction, Inc.

b. Section 551.072 to deliberate the purchase, exchange, lease or value of real property:

   1. Located at 1923 N. Chadbourne St.
   2. Related to drainage

9. Follow Up and Administrative Issues

a. Consideration of and possible action on matters discussed in Executive/Closed Session, if needed

No action was taken on this item

b. Approval of Board nomination:

Parks and Recreation Advisory Board: Donald Barnhart (SMD5) to a 2nd term ending December 2017

Motion: Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve the nominations, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

c. Announcements and consideration of Future Agenda Items

No Action was taken on this item.

10. Adjournment

Motion: Council Member Self made a motion, seconded by Council Member Farmer, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 1:18 p.m.

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Walt Wilkinson, Budget Analyst Sr., Budget, 325-481-2757

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute and deliver a fourth amendment to the interlocal cooperation agreement between the Concho Valley Transit District (CVTD) and the City of San Angelo, in substantially the attached form. (M.Chegwidden)

Summary/History:

On September 1, 2006, the Concho Valley Transit District (CVTD) and the City of San Angelo, Texas created and entered into an Interlocal Cooperation Agreement regarding the consolidation of transit services. This agenda item is a request to approve a fourth amendment to the interlocal agreement.

This fourth amendment to the interlocal agreement extends the term one additional year, commencing September 1, 2015, and ending August 31, 2016. Both parties are allowed to terminate the renewal with a 90-day written notification to the other party.

The following benefits continue to be derived through this partnership:

- Better connectivity between the rural transit program and the Concho Valley 13 County Area and the San Angelo urban system;
- Elimination of inefficiencies in para-transit trip scheduling which currently exist in the San Angelo area;
- The provision of more cost- and service-effective transit services within the City of San Angelo; and
- An increase in the ability to leverage both state and federal financial resources to support transit for the City of San Angelo and the Concho Valley Rural Transit District.

The CVTD has been operating the transit system since September of 2006.

Financial Impact:

Budgeted amounts equaling $337,391 in expenditures.

Other Information/Recommendation:

Staff recommends approval of the Fourth Amendment to the Interlocal Agreement with the CVTD and authorization for the City Manager to execute all necessary documents.

Attachments:

1. Fourth Contract Amendment FIN 151215 CVTD Fourth Contract Amendment doc.docx

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Wilkinson, Walt	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

FOURTHAMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN CITY OF SAN ANGELO AND CONCHO VALLEY TRANSIT DISTRICT

This FourthAmendment to the Interlocal Cooperation Agreement (FourthAmendment) is made and entered into this ____ day of _____, 2015 (but effective as of September 1, 2015("Effective Date"), by and between the Concho Valley Transit District, a political subdivision of the State of Texas (CVTD) and the City of San Angelo, a Texas home-rule municipality (City).

WHEREAS, CVTD and City executed an Interlocal Cooperation Agreement (Original Agreement) on September 1, 2009;and

WHEREAS, CVTD and City executed a first amendment to the Original Agreement on February 16, 2010 extending the term through August 31, 2010, modifying the funding amount, and adding provisions related to assets and employees; and

WHEREAS, CVTD and City executed a second amendment to the Original Agreement on October 1, 2013 extending the term through August 31, 2014; and

WHEREAS, CVTD and City executed a third amendment to the Original Agreement on October 21, 2014 extending the term to August 31, 2015; and

WHEREAS, CVTD and City now desire to amend the Original Agreement to extend the term for one (1) additional year, effective beginning September 1, 2015 and ending August 31, 2016 through aFourthAmendment.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is hereby agreed between the parties that Original Agreement shall be and the same is hereby amended as follows:

FIRST. ARTICLE 2 - TERM OF AGREEMENT, Section 2.01 - Commencement and Termination Date. The term of the Agreementas previously renewed through August 31, 2015, shall be extended for an additionalone (1) year term, commencing September 1, 2015 and ending August 31, 2016.

SECOND. ARTICLE 3 - FUNDING, Section3.04–Local Contribution, page 2, is hereby amended by deleting the numerical figure ***$302,996.16*** and replacing it with a new figure***$337,391***.

THIRD. All remaining terms, conditions, clauses and provisions of Original agreement and prior amendmentsto the extent notchanged, altered or specifically amended by this instrument, shall remain in full force and effect in all respects and arehereby ratified by the parties hereto.

[Signature Page to Follow]

EXECUTED in duplicate originals on this the ____ day of _____, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CVTD

BOARD OF DIRECTORS
CONCHO VALLEY TRANSIT DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

_____

CITY

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ron Lewis, Facilities Maintenance Manager, Facilities Maintenance, 325-657-4472

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider approving a contract with Harrison Roofing in the amount of $69,363.00 and authorizing City Manager to negotiate and execute all related documents for re-roofing of the Southside Recreation Center, 2750 Ben Ficklin Road (R.Lewis)

Summary/History:

The roof is being replaced due to age and deterioration. Replacement is necessary to avoid additional water damage resulting from leaks.

Financial Impact:

Harrison Roofing provided a quote for re-roofing the Southside Recreation Center through The Interlocal Purchasing System (TIPS) Contract Number 2092415 for the amount of $69,363.00. General Fund Budgeted Expenditures.

Other Information/Recommendation:

Attachments:

1. Harrison Roofing Contract 16-091_CF_HARRISON_ROOFING CONTRACT_SOUTHSIDE REC.pdf

Presentation:

None

Approvals/Reviews:

Lewis, Ron	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

PROJECT AGREEMENT FORM

RE-ROOFING THE CITY OF SAN ANGELO SOUTHSIDE RECREATION CENTER

This Agreement is entered into this _____ day of _____, 2015 (but effective as of _____) ("Effective Date") by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and Harrison Roofing Company, Inc., a Texas corporation ("Contractor").

WHEREAS, City owns a structure located at 2750 Ben Ficklin Rd., San Angelo which is the Southside Recreation Center; and

WHEREAS, the roof is no longer weather-tight and waterproof, rendering it to be in such a condition that its replacement is required; and

WHEREAS, Contractor has an energy efficient roof system product and provides that product and pricing under Contractor's TIPS Contract No. 2092415; and

WHEREAS, Contractor evaluated the project and determined the necessary requirements for the roof replacement and secured an engineer's stamp for the work; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and the City agree as follows:

1. STATEMENT OF WORK:

A. Description of Work. Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work set forth in Exhibit "A" entitled Scope of Work hereto, which by this reference is incorporated into and made a part of this Agreement ("Work").

B. Time of Performance. Contractor agrees to substantially complete Work within Ninety (90) consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

C. Liquidated Damages. City and Contractor recognize that the time of performance is of the essence in this Agreement and that City will suffer financial loss if Work is not substantially complete within the time specified in paragraph 1.2 above, plus any extensions thereof allowed. Both Parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding, the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City One Hundred and No/100 Dollars ($100.00) for each calendar day that expires after the time specified in paragraph 1.2 until Work is substantially complete. Therefore, Contractor shall pay as liquidated damages One Hundred and No/100 Dollars ($100.00) for each calendar day that expires after the time specified in paragraph 1.2 until Work is substantially complete.

D. Contract Price. City shall pay to Contractor for performance of Work embraced in this Agreement, and Contractor shall accept as full compensation therefore, the Bid Price of Sixty-Nine Thousand Three Hundred Sixty-Three and No/100 Dollars ($69,363.00) payment thereof to be made in current funds in the manner provided in paragraph 2 below.

2. PAYMENT PROCEDURES: Contractor shall submit Applications for Payment in accordance with the General Conditions as shown on Exhibit "B" entitled General Conditions attached hereto and made a part hereof ("General Conditions"). Applications for Payment will be processed by City as set forth in Exhibit "B" hereto, and as follows:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's applications for payment on or about the thirtieth (30th) day after submittal of the application for payment each month as provided below. All progress payments shall be based upon the progress of Work, measured as provided for in Section 1.34.8 of the General Conditions.

1. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Mobilization shall not exceed five percent (5%) of the total bid price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

2. If payment is requested by Contractor on the basis of materials on hand, not in place, but delivered and suitable stored at the site or at another location agreed to in writing, the Partial Payment Estimate shall also be accompanied by such supporting data, satisfactory to City, as well establish its interest therein, including applicable insurance. Payment for material on hand but not installed will not constitute acceptance of material and inspected and approved for installation.

3. Upon substantial completion as described in section 1.34.9 of the General Conditions, City shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price, less such amounts, if any, City determines should be deducted in accordance with section 1.34.12 of the General Conditions.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with section 1.34.11 of the General Conditions, City shall pay the remainder of the Contract Price.

3. CONTRACT DOCUMENTS: This Agreement is comprised of the following documents, which are incorporated herein by reference for all purposes, as if fully set out verbatim: all of the documents, request for proposals, pricing proposals, conditions, specifications, technical data, drawings and requirements.

4. CONTRACTOR' S REPRESENTATIONS: In order to induce City to enter into this Agreement, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advance written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

5. <u>INDEMNIFICATION</u>: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF WORK CONTEMPLATED BY THIS AGREEMENT WHICH IS OR IS ALLEGED TO BE DIRECTLY OR INDIRECTLY CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR"), REGARDLESS OF WHETHER IT IS, OR IS ALLEGED TO BE, CAUSED IN WHOLE OR PART (WHETHER JOINT, CONCURRENT OR CONTRIBUTING) BY ANY ACT, OMISSION, DEFAULT OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OR STRICT LIABILITY OF THE INDEMNITIES, OR ANY OF THEM OR (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. <u>INSURANCE</u>: Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this contract without thirty (30) calendar days' prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W College Avenue, San Angelo, Texas 76903 prior to the performance of Work hereunder, provided, however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Contractor shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of Contractor's indemnification requirements under this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury of loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

Contractor shall cause each subcontractor and sub-subcontractor of Contractor to purchase and maintain insurance of the types and in the amounts specified in Exhibit "C" hereto. Contractor shall require subcontractors and sub-

subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each subcontractor and sub-subcontractor.

If, in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

7. GENERAL PROVISIONS:

A. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Contractor shall at all times remain an independent contractor with respect to Work to be performed under this Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

B. Amendments. City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Contractor from their respective obligations under this Agreement.

C. Assignment. No assignment by a Party hereto of any rights under, or interest in, the Contract Documents will be binding on another Party hereto without the written consent of the Party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

D. Resolution of Contract Disputes: Contractor understands and agrees that all disputes between Contractor and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand and No/100 Dollars ($25,000.00), the City Manager's decision shall be approved or disapproved by the City Council. Contractor shall not be entitled to seek judicial relief unless: (i) Contractor has first received City Manager's written decision, approved by the City Council if the amount of compensation hereunder exceeds Twenty-Five Thousand and No/100 Dollars ($25,000.00); or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation [ninety (90) days if City Manager's decision is subject to City Council approval]; or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

E. Notices. Communication and details concerning this Agreement shall be directed to the following representatives:

CITY	CONTRACTOR
City of San Angelo Attn: Ron Lewis 72 W College San Angelo, Texas 76903 Tel.: (325) 653-5328	Harrison Roofing Company, Inc. Attn: Jeremy Harrison 1317 S. Hill San Angelo, Texas 76903 Tel: (325) 653-6786

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Agreement, notice must first be given City within six (6) months of the date Contractor alleges the breach occurred. Such notice shall be in accordance with and provide substantially the same information as required for notice of tort claims as specified in Article 1.500 of the City of San Angelo Code of Ordinances.

F. Applicable Law. This Agreement and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

G. Remedies. In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract Documents; however, arbitration is not an available remedy to resolve any disputes arising under this Agreement unless City and Contractor mutually agree to such remedy in a separate written agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

H. Attorneys' Fees. If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the Party prevailing on the majority of issues shall be entitled to reasonable attorney's fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

I. Conflicts. This Agreement, the documents required to be provided, and the Contract Documents constitute the entire agreement between the Parties hereto and supersede any prior written or oral agreements and understandings between the Parties. If any provision of this Agreement, the General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent, with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Agreement, then to the General Conditions to this Agreement and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

J. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

K. Venue. This Agreement, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Agreement shall be in Tom Green County, Texas.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

HARRISON ROOFING COMPANY, INC.

By: _____
Jeremy Harrison, Sr. Vice President

APPROVED AS TO CONTENT:

_____
Ron Lewis, Facilities Manager

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

Exhibit “A”

Scope of Work

Southside Recreation Center
2750 Ben Ficklin Rd.

1. Tear off existing modified bitumen roof;
2. Re-cover board down to the existing gravel roof surface;
3. Mechanically fasten one-half inch (1/2”) density foam roof insulation through existing gravel roof and insulation;
4. Mechanically fasten 40 Mil. PVC membrane roof system and accessories by Duro-Last Roofing Co.;
5. Fabricate and install 24 gauge 1.75” fascia/clip system for perimeter termination;
6. Manufacturer’s Fifteen (15) Year, No Dollar Limit (NDL) Duro-Last roof system warranty;
7. Furnish and install five (5) each, 4’ X 4’ skylights with curbs;
8. Contractor shall clean and haul off debris, daily and at the completion of Work;
9. No other Work than listed above.

Exhibit "B"

General Conditions

1.1 General Conditions

The conditions contained herein are generally applicable to Work described. Contractor and City agree to interpret and enforce the terms and conditions contained within this section only insofar as they are applicable to Work.

1.2 Definitions

Where ever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Agreement - The written agreement between City and Contractor covering Work to be performed, including the Request for Bid, Contractor's Bid and the Bonds.

Architect - The "Architect" shall be City or any individual, partnership, firm or corporation duly authorized by City to be responsible for the architectural aspects of Work.

Award - The acceptance, by City, of the successful Bidder's Bid.

Bid - The written offer of the Bidder setting forth the prices to perform the contemplated Work and furnish the necessary labor, Equipment, Materials and other incidentals necessary to perform the contemplated Work in accordance with the provisions of the Plans and Specifications.

Bidder - Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for Work contemplated.

Bond(s) - The approved form(s) of security furnished by Contractor and his/her surety in accordance with the terms set forth in the Bid and as may otherwise be requested of Contractor in the Contract Documents.

Calendar Day - A "Calendar Day" is any day of the week or month, no days being excepted.

Change Order - A written order to Contractor signed by City covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for Work affected by such changes. Work covered by a change order shall be within the scope of this Agreement.

City - A public body or authority, corporation, association, partnership, or individual for whom Work is to be performed. For this Agreement, "City" is City of San Angelo.

Contract Documents - This Agreement, Plans, Specifications, Drawings and Field Changes, or any related addenda to this Agreement, Supplemental Agreement(s), Plans, Specifications, or Field Changes.

Contract Price - The total monies payable to Contractor under the Contract Documents.

Contract Time - The number of calendar days or completion date stated in this Agreement for the completion of Work.

Contractor - The individual, partnership, firm, or corporation primarily liable for the acceptable performance of Work and for the payment of all legal debts pertaining to Work who act directly or through lawful agents or employees to complete Work.

Engineer - The "Engineer" shall be City or any individual, partnership, firm or corporation duly authorized by City to be responsible for the engineering aspects of Work.

Equipment - All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of Work.

Extra Work - An item of Work not provided for in the Contract Documents as previously modified by Change Order or Supplemental Agreement, but which is found by City to be necessary to complete Work within the intended scope of the Contract Documents as previously modified.

Field Change - A Field Change may be issued in the form of:

(a) A written amendment of the Contract Documents signed by both parties,

(b) A Change Order,

(c) A written clarification or interpretation issued by City in accordance with Section 2.0.13, or

(d) A written order for a minor change or alteration in Work issued by City pursuant to Section 1.20.

A Field Change may only be issued after execution of this Agreement.

Field Order - A written order issued by City which clarifies or interprets the Contract Documents in accordance with Section 1.14 or minor changes in Work in accordance with Section 1.20.

Materials - Any substance specified for use in the construction of Work.

Partial Payment - Estimate - A form detailing the amount of Work done to date and covering previous payments, retainage, etc. This estimate is usually issued on a monthly basis.

Plans - The official drawings or exact reproductions which show the location, character, dimensions and details of Work to be done and which are to be considered as part of the Contract Documents, supplementary to the Specifications.

Project - All duties and Work to be performed as provided in the Contract Documents.

Resident Project Representative - The "Resident Project Representative" shall be City or any individual partnership, firm or corporation duly authorized by City who is assigned to the Project, or any part thereof, and who shall be responsible for observing the progress and quality of Work, or any portion of Work, on the behalf of City.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier, or distributor which illustrate the Equipment, Material, or some portion of Work.

Specifications - A part of the Contract Documents containing the written directions and requirements for completing Work. Standards for specifying materials or testing which are cited in the Contract Documents by reference shall have the same force and effect as if included in the Contract Documents physically.

Subcontractor - an individual firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of Work.

Substantial Completion - The date as certified by City, when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended.

Supplemental Agreement - A written agreement between Contractor and City covering (1) work that would increase or decrease the total amount of this Agreement as awarded or (2) Work that is not within the scope of the Contract Documents.

Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including the furnishing of all labor, Materials, Equipment, and other incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the Contract Documents.

Work Day - A "Work Day" is defined as a calendar day excluding Saturdays, Sundays, and legal holidays authorized in the list prepared for City of San Angelo for use of its employees, in which weather or other conditions not under the control of Contractor will permit the performance of the principal units of Work underway for a continuous period of not less than 7 hours between 8:00 a.m. and 5:00 p.m.

Work Week - The "Work Week" shall consist of a period of seven (7) successive calendar days to begin and end as specified by Contractor.

1.3 Notice to Proceed and the Preconstruction Conference

No Work shall be performed until issuance of a written notice to proceed by City. The Notice to Proceed shall be issued only upon completion of the Preconstruction Meeting and all related requirements as provided for in Section 1.37.1 are complete.

1.4 Ownership, Copies of Documents, and Record Documents

All Specifications, Plans, and copies thereof furnished by City shall remain the property of City. They shall not be used on another project. Contractor will keep one record copy of all Specifications, Plans, Field Changes, Shop Drawings, and any addenda thereto at the site in good order and annotated to show all changes made during the construction process. These shall be available to City and shall be delivered to City upon completion of the Project.

1.5 Cooperation Between Contractors

When separate contracts are let within the limits of any one project, each Contractor shall conduct Work so as not to interfere with or hinder the progress or completion of Work being performed by other contractors. Contractor will afford the other contractors who are parties to such direct contracts (or City, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs. If any part of Contractor's Work depends upon Work of any such other contractor or City for proper execution or results, Contractor will inspect Work and promptly report any defects or deficiencies in writing to City. Failure to make such a report shall constitute an acceptance of the other Work as fit and proper for Work, except as to defects and deficiencies which may appear in the other Work after the execution of his Work.

Contractor will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. Contractor will not endanger any Work of others by cutting, excavating, or otherwise altering their Work and will only cut or alter their Work with the written consent of City.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with this Agreement with City and shall protect and hold harmless City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by Contractor because of the presence and operations of other contractors working within the limits of the same project.

If the performance of additional Work by other contractors or City is not noted in the Contract Documents prior to the Award of this Agreement, written notice thereof shall be given to Contractor prior to starting any such additional Work.

If Contractor believes that the performance of such additional Work by City or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided for herein.

1.6 Subcontracts

Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom City may have objection, nor will Contractor be required to employ any Subcontractor against whom he has objection.

Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and City or any obligation on the part of City to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

1.7 Patent Fees and Royalties

Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent right or copyrights held by others.

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS CITY AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CITY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANY INFRINGEMENT OF SUCH RIGHTS DURING OR AFTER COMPLETION OF WORK, AND SHALL DEFEND ALL SUCH CLAIMS IN CONNECTION WITH ANY ALLEGED INFRINGEMENT OF SUCH RIGHTS.

1.8 Permits, Laws, Taxes, and Regulations

City will secure and pay for all construction permits and licenses. Contractor will pay all governmental and public utility charges and inspection fees necessary for the prosecution of Work. Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to Work. If Contractor observes that the Specifications or Plans are at variance therewith, he will give prompt written notice thereof to City and any necessary changes shall be adjusted by an appropriate Field Change. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to City, he will bear all costs arising therefrom.

Contractor will pay all sales, consumer, and other similar taxes required by the law of the place where Work is to be performed, or of the place from which any portion of the Equipment or Materials is obtained.

1.9 Availability of Lands

City will provide, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by City, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in City's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided herein. Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of Materials and Equipment.

1.10 Use of Premises

Contractor will confirm his equipment, the storage of materials and equipment, and the operations of his workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

1.11 City's Status During Construction

All instructions of City, or its duly appointed representative, to Contractor shall be issued directly to Contractor.

City will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if Work is proceeding in accordance with the Contract Documents. The efforts of City will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents, but City will not be responsible for Contractor's failure to perform Work in accordance with the Contract Documents. On the basis of onsite observations, City, or its duly appointed representative, will keep informed of the progress of Work and will endeavor to guard it against defect and deficiencies. City will have authority to disapprove of or reject Work which is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test, or approval set forth herein. City will also have authority to require special inspection or testing of Work as provided herein, whether or not Work is fabricated, installed, or completed.

Neither City's authority to act under this subsection, nor any decision made by him in good faith, either to exercise or not exercise such authority, shall give rise to any duty or responsibility of City to Contractor, any Subcontractor, any of their agents or employees, or any other person performing any Work.

1.12 City's Interpretations and Decisions

City will issue with reasonable promptness such clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided herein. City will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder.

1.13 Shop Drawings and Samples

After checking and verifying all field measurements, Contractor will submit five (5) copies of all Shop Drawings to City. The Shop Drawings shall have been checked and stamped with the approval of Contractor and otherwise identified as required by City. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like. Contractor will also submit to City for its file, all samples required by the Contract Documents. All samples will have been checked and stamped with the approval of Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which it is intended.

At the time of each submission, Contractor will provide written notification to City concerning any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents. City will review the Shop Drawings and samples, but this review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

No Work requiring a Shop Drawing or sample submission shall be initiated until the submission has been delivered to City. The review of Shop Drawings or samples by City shall not relieve Contractor from his responsibility for any deviations at the time of submission unless City has given written approval to the specific deviation, nor shall any review or approval by City, relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

1.14 Tests and Inspections Required by Law

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested, or approved by someone other than City, Contractor will give prompt and timely notice of readiness to City. Contractor will furnish the required certificates of inspection, testing, or approval to City. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required to be inspected, tested, or approved is covered up without written approval or consent of City, it must be uncovered for observation at Contractor's expense, if so directed by City. The costs directly attributable to such uncovering, exposure, observation, inspection, testing, approvals and reconstruction shall be borne in full by Contractor.

Any Work which fails to meet the requirements of any such test, inspection, or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective.

Observations by City shall not relieve Contractor from his obligations to perform Work in accordance with the requirements of the Contract Documents.

1.15 Contractor's Supervision and Superintendence

Contractor will supervise and direct Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, safety, sequences, and procedures of construction. Before undertaking Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will immediately file a written report to City concerning any conflict, error, or discrepancy which he may discover. Contractor will be responsible for seeing that the finished Work complies accurately with the Contract Documents. Contractor shall give constant attention to Work to facilitate the progress thereof, and he shall cooperate with City and its authorized representatives, including, but not limited to, the Engineer, Resident Project Representative, inspectors, and with other Contractors in every way possible.

Contractor shall have a competent superintendent on Work at all times who is fully authorized as his/her agent on Work. All communications given to the superintendent shall be as binding as if given to Contractor. Contractor, or his superintendent, shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from City or its authorized representative.

Contractor will provide competent, suitably qualified personnel to lay out Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees at the site.

1.16 Safety and Protection

Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Work. He will take all necessary safety precautions and will provide the necessary protection to prevent damage, injury, or loss to:

(a) all employees on Work and other persons who may be affected thereby,

(b) all Work and all Materials or Equipment to be incorporated into Work, whether in storage on or off the site, and

(c) other property at the site or adjacent thereto, including but not limited to shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will erect and maintain all necessary safeguards as required by the conditions and progress of Work, including posting danger signs and other warnings against hazards and promulgating safety regulations. He will notify City of adjacent utilities, in writing, when prosecution of Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of Work, Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury, or loss to any person or property caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor. Contractor shall comply with the requirements of the Occupational Safety Standards and any other applicable standards that may be set forth by federal, state, municipal, or any other governmental or regulatory agency.

Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

In emergencies affecting the safety of persons or Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He will give City prompt written notice of any significant changes in Work or deviations involved. If Contractor believes that additional emergency Work by him, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time he may make a claim therefore as provided herein.

1.17 Access to the Work and Uncovering Finished Work

City and his representatives will at all times have access to Work. Contractor will provide proper facilities for such access and observation of Work and also for any inspection or testing thereof by others.

If any Work is covered contrary to the request of City, it must be uncovered for observation and replaced at Contractor's expense, if requested by City.

Except as set forth in Section 1.16, if any Work has been covered which City has not specifically requested to observe prior to its being covered, or if City considers it necessary or advisable that covered Work be inspected or tested by others, Contractor, at City’s request, will uncover, expose, or otherwise make available for observation, inspection or testing that portion of Work in question. Contractor will furnish all necessary labor, material, and equipment.

If it is found that such Work is defective or does not meet the requirements of the Contract Documents, Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing, and professional services,

appropriate Change Orders shall be issued deducting all such costs from the Contract Price. If, however, such Work is found not to be defective and meets the requirements of the Contract Documents, Contractor may request and will be granted an increase in the Contract Price or extension of the Contract Time as compensation, but only for the amount or time directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

1.18 Changes in Work

Without invalidating this Agreement, City may, at any time or from time to time, order additions, deletions, or revisions in Work as may be necessary or desirable to complete Work originally intended in an acceptable manner. These alterations that are for Work within the general scope of the Contract Documents shall be covered by Change Orders issued by City. Upon receipt of a Change Order, Contractor will proceed with Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents and as directed by City. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made pursuant to Section 1.21 and 1.23 herein.

City may authorize minor changes or alterations in Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If Contractor believes that any minor change or alteration authorized by City entitles him to an increase in the Contract Price, he may make a claim.

Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided herein.

City will execute any appropriate Change Order covering changes in Work City determines to be reasonably necessary:

1.19 Changes of Contract Price

The Contract Price constitutes the total compensation payable to Contractor for performing Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be authorized by a Change Order. If Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be made in writing and delivered to City within 15 days of the occurrence of the event giving rise to the claim.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by City in one of the following ways:

(a) Where Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved.

(b) By mutual acceptance of a lump sum.

(c) By cost and a mutually acceptable fixed amount for overhead and profit, or

(d) If required by City, Contractor shall submit an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by City. When both additions and credits are involved in any one change, the approved overhead and profit shall be figured on the basis of the net increase, if any.

1.20 Extra Work

Should acceptable completion of Work require Contractor to perform an item of Work for which no basis of payment has been provided in the original Contract Documents or previously issued Change Orders or supplemental agreements, then same shall be called "Extra Work". Extra Work that is within the general scope of the Contract shall be covered by written Change Order. Change Orders for such Extra Work shall contain agreed unit prices for performing the Change Order Work in accordance with the requirements specified in the Change Order, and shall contain any adjustment to the Contract Time that, in the City's opinion, is necessary for completion of such Extra Work.

Extra Work that is necessary for acceptable completion of the Project, but is not within the general scope of Work covered by the original Contract Documents shall be covered by a "Supplemental Agreement". Any claim for payment of Extra Work that is not covered by written agreement (Change Order or Supplemental Agreement) shall be rejected by City

1.21 Unauthorized Work

WORK DONE CONTRARY TO THE INSTRUCTIONS OF CITY, WORK DONE BEYOND THE LINES SHOWN OR AS GIVEN IN THE CONTRACT DOCUMENTS, OR ANY EXTRA WORK DONE WITHOUT AUTHORITY, WILL BE CONSIDERED AS UNAUTHORIZED AND WILL NOT BE PAID FOR UNDER THE PROVISIONS OF THIS AGREEMENT. WORK SO DONE MAY BE ORDERED REMOVED OR REPLACED AT CONTRACTOR'S EXPENSE.

1.22 Neglected Work

If Contractor should neglect to prosecute Work in accordance with the Contract Documents and progress schedule, City, after three (3) days' written notice to Contractor, may make good such deficiencies, and the cost thereof including compensation for additional professional services shall be charged against Contractor. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents and including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor will pay the difference to City.

l.23 Conformity with Contract Documents

All Work, Materials, and Equipment furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

If City finds the Materials or Equipment furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of Work affected will, in City's opinion, result in a finished product having an acceptable level of safety, economy, durability, and workmanship, City shall determine, in its sole discretion, whether the affected Work will be accepted and remain in place. City will determine the basis of acceptance and will provide for an adjustment in the Contract Price for the affected portion of Work. City's determination and recommended Contract Price adjustments will be based on good engineering judgment and such tests or retests as are, in City's opinion, needed. Changes in the Contract Price shall be covered by a Change Order or Supplemental Agreement as applicable.

If City finds the Materials and Equipment furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work, Materials or Equipment shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with City's written orders.

For the purpose of this subsection, the term '"reasonably close conformity" shall not be construed as waiving Contractor's responsibility to complete Work in strict compliance with the requirements of the Contract Documents.

1.24 Change of Contract Time

The Contract Time may only be changed by a Change Order. If Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to City within ten (10) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by City. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

Time limits stated in the Contract Documents are the essence of this Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either Contractor or City.

1.25 Warranty and Guarantee Regarding Defective Work

Contractor warrants and guarantees to City that all Materials or Equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to herein. All unsatisfactory or faulty Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected.

If required by City prior to approval of final payment, Contractor will promptly, without cost to City, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from City, City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal, or replacement of his defective Work.

Prior to the expiration of one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents), if any Work is found to be defective, Contractor will promptly without cost to City and in accordance with City’s written instruction, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by Contractor. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract

Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor or pursuant to any applicable warranty.

1.26 Waivers of Claims and Continuing Obligations

Contractor's obligation to perform Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any payment by City to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of faulty or defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents.

The Acceptance of Final Payment by Contractor shall constitute a waiver of all claims by Contractor against City other than those previously made in writing and still unsettled.

1.27 City's Right to Stop or Suspend Work

City may order Contractor to stop Work, or any portion thereof, if Work is defective, Contractor fails to supply sufficient skilled workmen or suitable Materials or Equipment or to provide adequate supervision, or if Contractor fails to make prompt payment to Subcontractors or for labor, Materials or Equipment or for any other similar cause when necessary to protect the integrity of Work. City may suspend Work until the cause for the order has been eliminated. No additional Contract Time and no increase in Contract Price will be awarded in this case.

City may, at any time and without fault of Contractor, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and City shall fix the date on which Work shall be resumed. Contractor will resume Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if he/she makes a claim therefore as provided in Sections 1.21 and 1.23.

1.28 City's Right to Terminate

City may, by written notice, terminate this contract in whole or in part at any time, either for City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract shall be delivered to City.

(a) If the termination is for the convenience of City, an equitable adjustment in the Contract Price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(b) If the termination is due to failure to fulfill Contractor's obligations, City may take over Work and prosecute the same to completion by contract or otherwise. In such case, Contractor shall be liable to City for any additional cost occasioned to City thereby.

(c) If, after notice of termination for failure to fulfill contract obligations, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract Price shall be made as provided in subsection (a) of this clause.

(d) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

1.29 Contractor’s Right to Stop Work or Terminate

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days, or City fails to act as directed in the Contract Documents or fails to pay Contractor any authorized amount, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all Work executed, reasonable expenses and profit. In lieu of terminating this Agreement, if City has acted in the aforesaid manner, Contractor may upon seven (7) days' notice to City stop Work until Contractor has been paid all amounts then due.

1.30 Assignment and Subletting

Contractor agrees to retain personal control and will give personal attention to the fulfillment of this Agreement and will not sublet or assign, by power of attorney or otherwise, said Agreement without the written consent of City. No part or feature of Work will be sublet to anyone objectionable to City. The subletting of any portion or feature of Work, or Materials required in the performance of this Agreement, shall not relieve Contractor from full obligation to City.

1.31 Abandonment by Contractor

In case Contractor should abandon Work and fail or refuse to resume Work within ten (10) days after written notification from City or if Contractor fails to comply with the orders of City, when such orders are consistent with the Contract Documents, then, where performance and payment bonds exist, the Surety on the Bonds shall be notified in writing and directed to complete Work, and a copy of said notice shall be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, Equipment, tools, Materials, or supplies then on the job, but the same, together with any Materials and Equipment under contract for Work, may be held for use on Work by City or the Surety on the performance and payment bonds, or another Contractor in completion of Work, and Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided in this Agreement), it being understood that the use of such Equipment and Materials will ultimately reduce the cost to complete Work and be reflected in the final settlement. Where there is no performance and payment bond provided or in case the Surety should fail to commence compliance with the notice for completion provided for, within ten (10) days after service of such notice, City may provide for completion of Work in either of the following elective manners:

(a) City may employ such labor and use such Equipment, tools, Materials, and supplies as City deems necessary to complete Work and charge the expense of such labor, machinery, Equipment, tools, Materials and supplies to Contractor. The expense(s) so charged shall be deducted and paid by City out of such monies as may be due, or that may thereafter become due by virtue of this Agreement. In case such expense is less than the sum which would have been due had Work been completed by Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, then Contractor or his Surety shall pay the amount of such excess to City; or

(b) City may let this Agreement for the completion of Work under substantially the same terms and conditions provided for in this Agreement. In case of any increase in cost to City under the new agreement, such increase shall be charged to Contractor and the Surety. However, should the cost to complete be less, Contractor and his Surety shall be credited with the difference. When Work shall have been Substantially Completed a complete itemized statement of the contract amounts certified to by City, shall be prepared, and delivered to Contractor and his Surety, whereupon Contractor or his Surety shall pay the balance due, if any, within fifteen (15) days of the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete Work is less than the Contract Price; or when Contractor or his Surety shall pay the balance shown to be due by them to City, then all machinery, Equipment,

tools, Materials or supplies left on the site of Work shall be turned over to Contractor or his Surety. Should the cost to complete Work exceed the Contract Price, and Contractor or his Surety fail to pay the amount due City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of Work, notice, together with an itemized list of such equipment and materials, shall be mailed to Contractor and his Surety. Such property shall be held at the risk of Contractor and his Surety. After fifteen (15) days from the date of said notice, City may sell such machinery; equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as City may elect. City shall release any machinery, equipment, tools, materials, or supplies, will remain on Work and belong to persons other than Contractor or his Surety, to their proper owners.

1.32 Abandonment by City

In case City shall fail to comply with the terms of this Agreement, and should fail or refuse to comply with said terms after the expiration of ten (10) days of receipt of written notification, Contractor may suspend or wholly abandon Work, and may remove therefrom all machinery, tools, and equipment, and all materials that have not been included in payments to Contractor and have not been wrought into Work. Thereupon, City shall make an estimate of the total amount earned by Contractor, which estimate shall include the value of all Work actually completed (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed Work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this Agreement, and a reasonable sum to cover the cost of any provisions made by Contractor to carry the whole Work to completion and which cannot be utilized. City shall then make final statement of the balance due by deducting from the above estimate all previous payments, and all other sums that may be retained by City. City shall pay on or before thirty (30) days after the date of notification the balance shown by said final statement as due.

1.33 WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1.33.1 Definitions

Certificate of Coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC.81, DWC.82, DWC.83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing Work on a project, for the duration of the Project.

Duration of the Project includes the time from the beginning of Work on the Project until Contractor's persons Work on the Project has been completed and accepted by City. Persons providing Work on the Project ("Subcontractor" in Texas Labor Code, Section 406.096) includes all persons or entities performing all or part of Work Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractor, Subcontractors, leasing companies, motor carriers, City operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering Equipment or Materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/ beverage vendors, office supply deliveries, and delivery of portable toilets.

1.33.2 Workers' Compensation Insurance Coverage

Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, meeting the statutory requirements of Texas Workers' Compensation Act, Title 5 Subchapter A of the Texas Labor Code for all employees of Contractor providing services on the Project, for the duration of the Project.

A. Contractor must provide a certificate of coverage to City prior to issuance of Notice to Proceed.

B. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with City showing that coverage has been extended.

C. Contractor shall obtain from each person or entity providing Services on a Project, and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the Project, so City will have on file certificates of coverage shoving coverage for all persons providing Services on the Project; and

(2) no later than seven (7) days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

D. Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

E. Contractor shall notify City in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing Services on the Project.

F. Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing Services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

G. By providing or causing to be provided a certificate of coverage, Contractor is representing to City that all employees of Contractor who will provide Services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

H. Contractor's failure to comply with any of these provisions is a breach of contract which entitles City to declare this Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach.

1.33.3 Failure to Maintain Adequate Insurance Coverage

In the event that City learns that Contractor has workers (whether employees, volunteers or contract labor) present at the site or working in any manner on this Project who are not covered at all times by the required coverages for workers' compensation, Contractor shall be assessed a penalty of Five Hundred and No/100 Dollars ($500.00) per day, per worker, until Contractor provides a certificate of coverage which documents the required coverage for such workers. Contractor shall further immediately remove any such workers from the job site.

In the event that City learns that Contractor has failed to maintain any of the insurance coverage required herein such failure to maintain required coverage shall be taken into account in determining whether Contractor is a responsible bidder for purposes of future proposals made on projects let by City. The foregoing remedies shall be in addition to and not in lieu of any other remedies available at law or in equity to City.

1.34 CONTRACT MEASUREMENT AND PAYMENT

1.34.1 Quantities and Measurements

No extra or customary measurements of any kind will be allowed, but only the actual measured or computed length, area, solid contents, number, and weight shall be considered, unless otherwise specifically provided.

1.34.2 Estimated Quantities

The Contract Documents are intended to show clearly all Work to be done and Material and Equipment to be furnished hereunder. Where the evaluation quantities are shown for the various classes of Work, they are to be used only as a basis for comparing the proposals offered for Work. It is understood and agreed that the actual amount of Work to be done and Material and Equipment to be furnished under this Agreement will not be reflected by these evaluation quantities. The basis for payment shall be for the actual amount of Work done and the Material and Equipment furnished.

Where payment is based on the unit price method, Contractor agrees that they will make no claim for damages, or anticipated profits on account of any differences which may be found between the quantities of Work actually done, the Material and Equipment actually furnished under this Agreement and the evaluation quantities provided.

1.34.3 Price of Work

In consideration of the furnishing of all the necessary labor, Equipment, and Material, and the completion of all Work by Contractor, and on the completion of all Work and of the delivery of all Material and Equipment embraced in this Agreement in full conformity with the Specifications and stipulations contained within the Contract Documents, City agrees to pay Contractor the prices set forth in the Bid hereto attached, which has been made a part of this Agreement. Contractor hereby agrees to receive such prices in full for furnishing all Material, Equipment and all labor required for the aforesaid Work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement and the Contract Documents. The unit prices provided in the Bid shall be the actual unit price for each item when considering the cost of providing all labor, material, equipment, resources, and profit to be recovered by Contractor for such Work and without consideration of association with any other item of Work.

1.34.4 Partial Payment Estimates

Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Mobilization shall not exceed Five percent (5°/o) of the total bid price. Upon approval of the values by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

If payment is requested by Contractor on the basis of materials on hand, not in place, but delivered and suitably stored at the site or at another location agreed to in writing, the Partial Payment Estimate shall also be accompanied by such supporting data, satisfactory to City, as will establish its interest therein, including applicable insurance. Payment for material on hand but not installed will not constitute acceptance of material and inspected and approved for installation. City will not approve material as inspected until installed and tested. Contractor is solely responsible for preventing all losses due to theft, vandalism or damage caused by any other means prior to final payment. Contractor will be responsible to replace all materials lost or damaged at Contractor's expense. Any material rejected by City shall be replaced or repaired by Contractor at Contractor's expense to the satisfaction of City. If payment is requested on basis of materials and equipment not installed in Work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received materials and equipment fee and clear of all liens, charges, security interests and encumbrances and evidence that materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which will be satisfactory to City.

1.34.5 Deadline

On or before the tenth (10th) day of each month, Contractor shall prepare a statement showing as completely as practicable the total value of Work done by Contractor up to and including the last day of the preceding month. The statement shall be deemed complete and received once all corrections to Work required by City, if any, have been made. City shall submit a recommendation for approval upon completion of all corrections. Failure by City to note corrections prior to payment does not constitute acceptance of Work nor waive any remedy provided for in the Contract Documents or under law.

1.34.6 Payment

City shall pay the total amount of Contractor's statement to Contractor on or before the 30th day of the then current month, less all previous payments and all further sums that may be retained, withheld or delayed by City under the terms of this Agreement.

1.34.7 Warranty of Title

Contractor warrants and guarantees that clear ownership title to all Work, Materials, and Equipment covered by a Partial Payment Estimate, whether incorporated in the Project or not, will have passed to City prior to making the Partial Payment Estimate free and clear of all liens, claims, security interests, and encumbrances (hereinafter in these General Conditions referred to as Liens"); and that no Work, Materials, or Equipment covered by a Partial Payment Estimate will have been acquired by Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person.

Partial payment retainage by City shall be at the maximum rate prescribed by the laws, rules, or regulations established by the State of Texas and shall in no case exceed five percent (5%). See Contract Measurement and Payment, Section 1.34 for specific payment methods.

1.34.8 Approval of Payments

The Partial Pay Estimate shall be based on on-site observations of Work in progress, and shall verify that Work has progressed to the point indicated; that the quality of Work is in accordance with the Contract Documents (subject to an evaluation of Work as a functioning Project upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents and any qualifications stated in the approval); and that Contractor is entitled to payment of the amount approved. However, by such payment, City shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid or to be paid to him on account of the Contract Price.

City may nullify any such payment previously requested to such extent as may be necessary to provide protection from loss because:

(a) Work is defective, neglected, or omitted,

(b) claims have been filed or there is reasonable evidence indicating the probable filing thereof,

(c) the Contract Price has been reduced because of Change Orders or Field Changes,

(d) City has been required to correct defective Work or complete neglected Work.

(e) unsatisfactory prosecution of Work, including failure to clean up as required herein.

(f) material installation has not been tested as required by the terms of the Contract Documents.

1.34.9 Substantial Completion

Prior to final payment, Contractor may provide City with written certification that the entire Project is substantially complete and request that City issue a certificate of Substantial Completion. Within a reasonable time thereafter, City and Contractor will make an inspection of the Project to determine the status of completion.

If City does not consider the Project substantially complete, Contractor will be notified in writing of the reasons.

If City does consider the Project substantially complete, City will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between City and Contractor for maintenance, etc. Attached to the certificate, there shall be a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

City shall have the right to exclude Contractor from the Project after the date of Substantial Completion, but City will allow Contractor reasonable access to complete or correct items on the tentative list.

1.34.10 Partial Utilization

Prior to final payment, City shall have the right to take possession of and use any completed or partially completed portions of Work, notwithstanding the time for completing the entire Work of such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost or delays Work, Contractor may request in writing, in accordance with the process set forth in these General Conditions, an increase in the Contract Price or extension of the Contract Time, or both as City may determine to be reasonable.

1.34.11 Final Payment

Upon written notice from Contractor that the Project is complete, City and Contractor will make a final inspection and City will notify Contractor in writing of any particulars in which this inspection reveals that Work is defective. Contractor shall immediately make such corrections as are necessary to remedy such defects.

After Contractor has completed any such corrections to the satisfaction of City and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, he may request final payment. The final estimate shall be accompanied by such supporting data as the labor and services performed and the material and equipment furnished. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full, including an affidavit of Contractor showing that releases and receipts for all labor, services, Material, and Equipment for which a Lien could be connected with Work have been paid or otherwise satisfied; and showing consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond satisfactory to City in an amount sufficient to cover any Lien.

If, on the basis of observation and review of Work during construction and the final inspection, City is satisfied that Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, City will issue written approval and the final estimate will be processed for payment. Otherwise, City will indicate in writing his reasons for refusing to issue payment of the final estimate.

If, after Substantial Completion of Work, final completion thereof is materially delayed through no fault of Contractor, City shall make payment of the balance due for that portion of Work fully completed and accepted if the

remaining balance for Work not fully completed or corrected is less than the retainage and, if Bonds have been furnished in accordance with the Contract Documents, the written consent of the surety to the payment of the balance due shall be submitted to City. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

1.34.12 Payments Withheld

City may, on account of subsequently discovered evidence, withhold or nullify payment to such extent as may be necessary for protection from loss on account of:

(a) Defective Work not remedied.

(b) Claims filed or reasonable evidence that the filing of a claim is likely.

(c) Failure of Contractor to make payments properly to sub-contractors for Material, Equipment or labor.

(d) Damage to another Contractor.

(e) Failure to carry out testing of material installation, if required.

When the above grounds are removed, or Contractor provides a Surety bond satisfactory to City, which will protect City in the amount withheld, payment shall be made.

1.34.13 Delayed Payments

Should City fail to make payment to Contractor of the sum named in any statement when payment is due, or should City fail to issue any statement on or before the date required, then City shall pay to Contractor, in addition to the sum shown as due by such statement, interest at the rate of six (6°/o) percent per annum until fully paid. Payment of interest on the amount owed shall fully liquidate any injury to Contractor growing out of such delay in payment. The right is expressly reserved to Contractor in the event payments are not promptly made to treat this Agreement as abandoned and recover compensation unless such payments are withheld as otherwise authorized in the Contract Documents.

1.35 PROJECT REQUIREMENTS

1.35.1 Line and Grade

Lines and grades for construction are as directed in the Contract Documents. Any questions, alterations, or adjustments must be directed through City.

1.35.2 Working Day

Work on the site shall be done only during the Work Day, except for emergencies or as otherwise approved by City. This Agreement is established with the intent that no Work shall be permitted on weekends or legal holidays except in cases of extreme emergency and then only with the written permission of City.

<u>After Hours Inspection Costs</u>. Work performed outside of the standard Work Day hours of City, 8:00 a.m. to 5:00 p.m., will require the permission of City. Contractor agrees to pay Twenty-Five and No/100 Dollars ($25.00) per hour for overtime inspection services when Work is performed outside the standard Work Day with a minimum of Fifty and No/100 Dollars ($50.00) per occurrence to compensate City for after hour inspection costs.

Weekend or Holiday Inspection Costs. Contractor agrees to compensate City Twenty-Five and No/100 Dollars ($25.00) per hour with a minimum of One Hundred and No/100 Dollars ($100.00) per daily occurrence against the next payment application for costs associated with after hour inspection services when Work is performed on a weekend or holiday.

1.35.3 Character of Employees

Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of Work required under this Agreement, to do Work; and agrees that whenever City shall inform Contractor in writing that any employee or employees are, in its opinion, incompetent or disorderly, such employee or employees shall be discharged from Work and shall not again be employed on Work without the written consent of City.

1.35.4 Physical and Subsurface Conditions

Contractor will promptly notify City in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. City will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, City will obtain the necessary additional surveys and tests and furnish copies to Contractor. If City finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

1.35.5 Reference Points

City will establish such general reference points as will enable Contractor to proceed with Work. Contractor will be responsible for the layout of Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of City. Contractor will report to City whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor will replace and accurately relocate all reference points so lost, destroyed, or moved. All utilities shown on drawings are schematic only. Contractor is solely responsible for verification of existence and location of all utilities within the Project site prior to construction.

1.36 MATERIALS

1.36.1 Materials and Equipment

Contractor shall furnish and pay for all labor, Materials, Equipment, tools, transportation, construction equipment, fuel, power, light, heat, telephone, water, sanitary facilities, and all other incidentals required to complete Work in accordance with the Contract Documents. All Materials and Equipment used in the construction of Work shall conform fully to the Contract Documents and be approved by City.

Any Materials or Equipment placed before approval of City shall be removed, if directed by City, and replaced with approved Materials or Equipment, at the expense of Contractor.

If required, Contractor will furnish satisfactory evidence as to the kind and quality of Materials and Equipment to be used. If authorized by City, Contractor may use a substitute that is equal to any Material or Equipment specified. No substitute shall be ordered or installed without the written approval of City.

All Materials and Equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise specifically provided in the Contract Documents. Contractor shall provide start-up services for all major equipment.

1.36.2 Right of City to Modify Equipment and/ or Methods

If at any time the methods or Equipment used by Contractor are found to be inadequate to secure the quality of Work or the rate of progress required under this Agreement, or the working force of Contractor is inadequate for securing the progress herein specified, City may order Contractor in writing to improve their character and efficiency, or to increase force or Equipment or both, and Contractor shall comply with such order. Such authority of City, however, is for the sole benefit of City in order to secure completion in conformity with this Agreement. It shall remain the sole duty and responsibility of Contractor to take adequate precautions in his operation for the safety of persons and property. No failure of City to notify Contractor of deficient or negligent methods or Equipment shall excuse or relieve Contractor of sole liability for damage to the property or improvements of City by reason of his neglect or omission.

1.36.3 City Furnished Materials

Contractor shall furnish all Materials required to complete Work, except those specified herein (if any) to be furnished by City. City-furnished Materials shall be made available to Contractor at the location specified in the Contract Documents. All costs of handling, transportation from the specified location to the site of Work, storage, and installing City furnished Materials shall be included in the unit price bid for the contract item in which such City-furnished Material is used.

After any City furnished Material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such City furnished Material. City will deduct from any monies due or to become due Contractor, any cost incurred by City in making good such loss due to Contractor's handling, storage, or use of City furnished Materials.

1.36.4 Material Storage

Materials shall be so stored as to assure the preservation of their quality and fitness for Work. When considered necessary by City, Materials shall be placed on wooden platforms or other hard, clean, and dry surfaces and not in contact with the ground, and shall be placed under cover. Stored materials, even though approved before storage, may again be inspected prior to their use in Work. Stored materials shall be located so as to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with City or its Resident Project Representative. Materials to be stored on the site of Work shall not create an obstruction to the public, nor shall they interfere with the free and unobstructed movement of vehicular traffic associated with the site. The storage of Materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by City or its representative. Private property shall not be used for storage purposes without written permission of City. Contractor shall make all arrangements and bear all expenses for the storage of Materials on private property.

All storage sites shall be restored to their original condition by Contractor at his/her entire expense, except as otherwise agreed to by City.

1.36.5 Sources of Supply and Quality of Materials

The source of supply of each of the Materials shall be approved by City before delivery is started and may be sampled and tested to determine compliance with the specifications before delivery is started. If it is found that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, Contractor shall furnish Materials from other approved sources. Only Materials conforming to the requirements of the Contract Documents and approved by City shall be used in Work. No material which after approval has in any way become unfit for use shall be incorporated in Work.

Throughout the specifications where reference is made to ASTM, AASHTO, or bulletins of the Texas Department of Transportation for the quality of Materials or sampling and testing, the latest standard, tentative standard, or bulletin issued prior to the date of the proposal shall govern.

1.36.6 Samples and Tests

All Materials shall be inspected, tested, and approved by City, and any Work in which Materials are used without prior test and approval may be ordered removed and replaced at Contractor's expense. Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any or all Materials that are to be used in Work.

1.36.7 Defective Materials

All materials not conforming to the requirements of the Contract Documents will be rejected and shall be removed immediately from the site of Work. Rejected Materials in which the defects have been subsequently corrected, shall have the status of new Material. Upon failure on the part of Contractor to comply with the provisions of this item, City will have authority to remove and replace defective Material and to deduct the cost of removal and replacement from any payment due or to become due to Contractor.

1.37 PROJECT MEETINGS

1.37.1 Pre-construction Meeting

Prior to the commencement of Work at the site, a pre-construction conference will be held with City at a mutually agreed upon time and location. The conference shall be attended by:

Contractor and his superintendent Principal Subcontractors

Representatives of principal suppliers and manufacturers as appropriate, Representatives of City

Others as requested by Contractor or City

Unless previously submitted to City, Contractor shall bring to the conference each of the following:

Material Sources

Materials Test Results and Certification

List of Equipment to be utilized

Description of Procedures and Work Crews

The agenda will include:

Contractor's tentative schedules

Critical Work sequencing

Transmittal, review, and distribution of Contactor’s submittals

Field decisions and Change Orders

Use of premises, office and storage areas, security, housekeeping, and City's needs

Major equipment deliveries and priorities

Maintaining record documents

Processing applications for payment

Contractor's assignments for safety and first aid

The sequence of operations to be followed shall be prepared by Contractor for approval by City. The sequence shall meet the job requirements for Completion Time and shall conform to the requirements set forth in the Contract Documents.

1.37.2 Progress Meetings

Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by City or required by progress of Work. Contractor, City, and all Subcontractors active on the site shall be represented at each meeting. Contractor may, at its discretion, request attendance by representatives of its suppliers, manufacturers, and other Subcontractors.

Contractor shall preside at the meetings and provide for keeping of the minutes and provide City with a copy of the minutes. The purpose of the meetings will be to prepare statements of payment, review the progress of Work, maintain coordination of efforts, discuss changes in procedures and personnel, and resolve problems.

1.38 CONSTRUCTION ADMINISTRATION

1.38.1 Notices to Owners and Authorities

Contractor shall notify owners of adjacent property and utilities in writing and sufficiently in advance when prosecution of Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices in writing and sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance, shall be provided in writing, and will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

1.38.2 Notification of Street Closing

Where Contractor has cause to close a street or thoroughfare for purposes of construction, City shall be provided reasonable advance notice, in writing, prior to such actions for approval and coordination with appropriate agencies.

1.38.3 Detours and Barricading

Contractor shall be responsible for providing barricading for all Work areas during the construction of this Project. Unless provided by City in the Technical Specifications contained within the Contract Documents, Contractor shall prepare and submit a barricading plan to City for City's approval. City's approval shall be for routing and for length of time of barricading only. Plans shall be prepared by a Professional Engineer, registered in the State of Texas, and show all necessary barricades, signs, etc., required to provide a safe Work site. Plans shall be based on the recommendations in the Manual of Uniform Traffic Control Devices for control of traffic in a construction area. It shall be the total responsibility of Contractor to maintain the barricades, lights, signs, and all other items involved in the detouring of traffic.

Contractor shall provide appropriate barricades for use at night, and shall maintain all lighted barricades for the duration of the Project. Contractor shall designate an employee who will be responsible for the maintenance of the barricades and lighting system on a twenty-four (24) hour basis, and shall provide a phone number where the responsible party can be reached on a twenty-four (24) hour basis.

1.38.4 Convenience to Traffic

When this Agreement requires the maintenance of vehicular traffic on an existing road, street, or highway during Contractor's performance of Work, Contractor shall keep such road, street, or highway open to all traffic as provided herein and shall provide such maintenance as may be required to accommodate traffic. Contractor shall furnish, erect, and maintain barricades, warning signs, flag persons, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highway.

Contractor shall make its own estimate of all labor, Materials, Equipment, and incidentals necessary for providing the maintenance of vehicular traffic as specified in this subsection. The cost of maintaining vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

One-half of the traveled portions of the road must be open to traffic at all times unless otherwise approved by City. Work that will require less than one day completing shall not be performed on major or collector streets between 7:00 a.m. to 9:00 a.m., 4:00 p.m. to 6:00 p.m., or other peak congestion periods as determined by City.

1.38.5 Unfavorable Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof unless special means or precautions are taken by Contractor to perform Work in a proper and satisfactory manner.

1.38.6 Cleaning Up

Contractor shall keep the premises free at all times from accumulations of waste materials, rubbish, and other debris resulting from Work. Contractor will restore to their original or better condition those portions of the site not designated for alteration by the Contract Documents.

Contractor shall provide adequate trash receptacles about Work site, and shall promptly empty the containers when filled. Construction materials, such as concrete forms and scaffolding shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in approved containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local, state, and federal laws. Adequate cleanup will be condition for recommendation of progress payment applications.

Upon completion of Work and before acceptance and final payment will be made, Contractor shall remove from and about the site all machinery, equipment, tools, surplus and discarded and waste materials, debris, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition, ready for occupancy by City.

1.38.7 Restoration of Work Site

In the event that a Work site is closed, Contractor shall immediately commence operations to restore Work site to its proper conditions; such Work to be completed within twenty-four (24) hours. In the event such restoration is not done, City shall be authorized to take charge of Work and restore the premises to its proper condition and shall be

entitled to recover from Contractor the actual expenses incurred by City in restoring the premises, including, but not limited to, cost of labor, materials, overhead, rental of any equipment used by City in restoring the site, and attorney's fees for such purposes.

1.38.8 Site Administration

Contractor shall be responsible for all areas of Work site, and all Subcontractors in the performance of Work. Contractor will exert full control over the actions of all employees and other persons with respect to the use and reservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor has the right to exclude from the site all persons who have no purpose related to Work or its inspection, and may require all persons on the site (except City's employees) to observe the same regulations as he requires of its employees.

1.38.9 Load Restrictions

Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of Work. A special permit will not relieve Contractor of liability for damage that may result from the moving of Material or equipment. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such drainage at his/her own expense.

1.39 Applicable Codes

References in the Contract Documents to local codes mean codes used, required, or adopted by City of San Angelo, Texas, the State of Texas or the federal government.

Exhibit "C"

Special Insurance Rider

TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.0 COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification", including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Contractors (to remain in force for two (2) years after final payment). Coverage limits shall not be less than:

$ 2,000,000.00	**General Aggregate**
$ 1,000,000.00	**Products - Completed Operations**
$ 1,000,000.00	**Personal & Advertising Injury**
$ 1,000,000.00	**Each Occurrence**
$ 100,000.00	**Fire Damage (any one fire)**

2.0. BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

$ 1,000,000.00	**Combined Single Limit per Claim**

3.0 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
$ 500,000.00	**Employer's Liability, Each Accident**

$ 500,000.00	**Employer's Liability, Disease – Each Employee**
$ 500,000.00	**Employer's Liability, Disease – Policy Limit**

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self- insurer under the rules and regulations of the commission or agency administering the workers compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Contractor uses contract labor, Contractor shall require its sub-contractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider approving an agreement between the City of San Angelo and The Corporation for National and Community Service (AmeriCorps National Civilian Community Corps - NCCC) for a service project (from February 19 to April 1, 2016) and authorizing the Mayor or the City Manager to execute this agreement (C.White)

Summary/History:

Staff recommends approval of an agreement between the City of San Angelo and The Corporation for National and Community Service (AmeriCorps National Civilian Community Corps -- NCCC) for a service project and authorizing the Mayor or the City Manager to execute the agreement.

The AmeriCorps is a network of national and community service programs that engage 75,000 Americans each year in intensive service to meet critical needs in the areas of natural and other disasters, infrastructure improvement, environmental stewardship and conservation, energy conservation and urban and rural development. The NCCC is a team-based, full-time, residential program for men and women between the ages of 18 and 24.

Pending City Council approval of this agreement, we have been accepted to receive a work crew from the AmeriCorps program, a team of 8-12 young adults from February 19 to April 1, 2016. The crew would be lodged at Fort Concho (OQ1 and Classroom of the Living History Stables) during this time. The crew would tackle the following projects: porch, column and fascia board replacements (where needed at Fort Concho) as well as painting of several buildings, maintenance of the nature trails, inventory of trees in the parks and several other smaller tasks.

Participating in this program will help us catch up on several deferred maintenance projects and tasks.

Council approved a similar agreement on April 7, 2015, for a crew from April 24 to July 14, 2015. The program was successful for us.

Financial Impact:

There is no direct cost to the City for this program. The City would provide in-kind service in terms of lodging and coordinating staff time, but that value is dwarfed in terms of the rewards in direct labor towards needed projects and deferred maintenance. The City would also pay for the cost of materials such as paint, lumber, etc. (a cost that is budgeted and we would incur anyhow for the required maintenance).

Other Information/Recommendation:

Attachments:

1. Agreement for AmeriCorps Crew 16-056_PR_AMERICORPS AND COSA DF FINAL partially executed.pdf

Presentation:

Approvals/Reviews:

White, Carl	Created/Initiated
White, Carl	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
PROJECT SPONSOR AGREEMENT

AGREEMENT BETWEEN
THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

and

THE CITY OF SAN ANGELO

for Service Project Number 2016-02-235

This Agreement is entered into by and between the Corporation for National and Community Service's AmeriCorps National Civilian Community Corps National Service Program (hereinafter referred to as the "AmeriCorps NCCC") and the

City of San Angelo
(hereinafter referred to as the "Project Sponsor").

Whereas, the National and Community Service Act of 1990, as amended, 42 U.S.C. § 12501, et seq., specifically 42 U.S.C. §12612, authorizes the Corporation for National and Community Service to establish the AmeriCorps NCCC;

Whereas, the Project Sponsor's service project proposal and/or supplemental check list (when applicable) has been approved by AmeriCorps NCCC, is hereby attached, and is incorporated into this agreement by reference;

Whereas, these service projects will meet an identifiable public need and emphasize the performance of community service activities that provide meaningful community benefits and opportunities for service learning and skills development for the Corps Members;

Whereas, each Party to this Agreement is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities (except as specifically set forth in this Agreement). Nothing in this Agreement authorizes the NCCC or the Project Sponsor to obligate the funds of the other Party, or does it authorize either party's involvement in, or approval of, other, unrelated activities engaged in by either Party. The Agreement also does not create any employment relationship, partnership, joint venture, or other similar legal relationship between the NCCC and the Project Sponsor, and neither party has the authority to bind, or act on behalf of, the other.

The parties hereby agree to the terms and conditions as follows:

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT

I. AmeriCorps NCCC's Responsibilities

A. The AmeriCorps NCCC agrees that approximately 1 Team(s), consisting of approximately 8-12 Corps Members, from the Southwest Region, will perform the following service project(s) in conjunction with the Project Sponsor:

1. Project No(s). 2016-02-235, as described in the AmeriCorps National Civilian Community Corps Project Application, submitted by the Project Sponsor on 10-30-15 and approved by the AmeriCorps NCCC on 11-23-15.

2. The AmeriCorps NCCC Teams will perform the tasks as specified in the Project Application, with the following modifications or considerations:

B. Period of Performance: The AmeriCorps NCCC Teams will begin the service project(s) not before 02-19-16 and the service project(s) projected completion is on or about 04-01-16. If, however, AmeriCorps NCCC Teams are unable to begin or end the service projects on said dates, the AmeriCorps NCCC will notify the Project Sponsor in writing of this delay.

C. No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team, signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

D. The AmeriCorps NCCC Team and all of its individual members constitute federal assistance to the Project Sponsor.

E. AmeriCorps NCCC Corps Members and Team Leaders are covered by the Federal Tort Claims Act, 28 U.S.C. §2671, *et seq.* Therefore, any tort claims against Corps Members and/or Team Leaders arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Federal Tort Claims Act.

G. AmeriCorps NCCC Corps Members and Team Leaders are also covered by the Federal Employees Compensation Act, 5 U.S.C. §8101, *et seq.* Consequently, any worker compensation claims filed by Corps Members and/or team leaders arising out of incidents occurring while

acting within the scope of their duties will be adjudicated under the Federal Employees Compensation Act.

H. NCCC Corps Members and Team Leaders are not employees in any manner whatsoever of the Project Sponsor, but are participants in a federally-funded and federally-operated program of the Corporation for National and Community Service. The AmeriCorps NCCC Program is solely responsible for the overall management, supervision, and discipline (e.g. right to remove or discharge) of all AmeriCorps Team Leaders and Corps Members.

II. Project Sponsor's Responsibilities

A. The Project Sponsor will provide equipment, supplies, training, and technical supervision as specified in the approved Project Application with the following modifications or considerations:

B. In the event the Project Sponsor provides (subject to the concurrence by an authorized NCCC official) vehicles for Team Leaders, Corps Members or NCCC Staff (only those trained and certified to drive government vehicles) to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such drivers are authorized operators under the Sponsor's automobile liability insurance, and further agrees to hold the Corporation for National and Community Service, the AmeriCorps National Civilian Community Corps, and its employees, Team Leaders and Corps Members harmless for any damages to the Project Sponsor's vehicles, that may occur as a result of the NCCC's authorized use of such vehicles. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's vehicles. Check applicable.

a. [ ] I authorize NCCC Team Leaders, Corp Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

b. [x] I DO NOT authorize NCCC Team Leaders, Corps Members or Staff usage of Project Sponsor and/or Partnering Organization's vehicles to perform project tasks.

C. In the event the Project Sponsor provides (subject to the concurrence of by an authorized NCCC official) equipment for Team Leaders, Corps Members, or NCCC Staff to use to perform project tasks, the Project Sponsor and/or Partnering Organization agrees to ensure that such individuals are authorized users/operators under the Sponsor's liability insurance. The Project Sponsor also agrees to assume all costs of repair for any damages to Project Sponsor's equipment.

D. If applicable, the Project Sponsor will assist with the lodging, meals, and other support for the AmeriCorps NCCC Team as described in the Project Application and/or specified below. If the Project Sponsor and the AmeriCorps NCCC agree to enter into a cost-share agreement in support of this project, a separate cost share agreement will be completed and incorporated by reference into this agreement.

E. The service projects will be lawful, meet an identifiable need in the community, and provide the community with meaningful benefits.

F. The service projects will not require that the Team Leaders or Corps Members engage in religious instruction, worship services, or any form of proselytization.

G. Team Leaders or Corps Members participating in the service project will not be required to assist, promote or deter union organizing or assist directly or indirectly any election to Federal office or an election to State or local public office.

H. Project sponsors agree to include the name, "AmeriCorps NCCC" in public communication that references the work being completed by the AmeriCorps Team, including, but not limited to, press releases, media activity, website, and social media. Program sponsors also agree to refer to those serving as "AmeriCorps members" and to coordinate any large-scale media activities with AmeriCorps NCCC.

I. Project sponsor agree to promote or assist with the promotion of national service and AmeriCorps NCCC, but not limited to, the following: providing time for AmeriCorps Corps Members to hold recruitment events, allowing AmeriCorps Corps Members to place yard signs that promote AmeriCorps at the project site, inform the community, the project sponsor's stakeholders, recipients and staff, the community and the general public of the work being performed by the AmeriCorps team, and encourage young adults to apply to AmeriCorps NCCC.

J. The Project Sponsor will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment.

K. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response.

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS
SERVICE PROJECT SPONSOR AGREEMENT

III. Modification and Termination

This Agreement may be amended at any time, in writing, by mutual consent of the authorized representatives of the Project Sponsor and the AmeriCorps NCCC. Termination of this Agreement by either party is accomplished by giving written notice five days prior to the effective date of the termination, except in the case of a national disaster. The Project Sponsor understands that the AmeriCorps NCCC is part of the National Disaster Response Network, and that all or some of the Corps Members involved in this service project may be called away as part of a national disaster response. In the case of a national disaster response, AmeriCorps NCCC will provide as much notice as circumstances allow.

IV. SIGNATURES

The parties below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the date of the final signature and remain in effect until 04-01-16.

REMINDER: Sponsors must check one of the boxes on page 3 to indicate permission or denial of driving privileges for sponsor provided vehicles.

CNCS/AmeriCorps NCCC

Signature

Crystal M. Kelley
Printed Name

Title: Assistant Program Director

Date: 11-24-15

Address: DFC Building 53, Suite E1319
W6 Avenue Kipling Street, Lakewood, CO 80225-0546

Phone: (303) 844-7416

City of San Angelo
Project Sponsor:

Signature

Daniel Valenzuela
Printed Name

Title: City Manager

Date:

Address: 72 W. College Ave.
San Angelo, TX 76903

Phone: (325) 657-4241

Attest by:
Bryan Kendrick, City Clerk

Approved as to Form: Theresa James
Theresa James, City Attorney

AmeriCorps NCCC
Service Project Concept Form

This form will help AmeriCorps NCCC determine if the organization's project concept meets the basic criteria for a service project. Upon review, the regional Program Office will notify the organization of its status and the next steps in the Project Application process.

Organization Name: City of San Angelo, Texas

Organization Representative: Carl White, Parks and Recreation Director

Mailing Address: 702 South Chadbourne

City: San Angelo State: Texas Zip+4: 76903 - 7013

Telephone: 325-657-4279 Fax: 325-659-1015

Email: carl.white@cosatx.us Website: www.cosatx.us

1. Provide a brief description of your organization's mission.
   The City of San Angelo provides municipal services for the citizens of San Angelo, Texas. More specifically, the Parks and Recreation Department provides the following services: maintenance and operation of 40 parks, operation and programming for 2 neighborhood and 2 senior citizen recreation centers, operation of 1 swimming pool, maintenance, operation and interpretation of an historic frontier fort (Fort Concho), operation of a nature center, maintenance and operation of several event venues such as a convention center, coliseum and outdoor stage, maintenance and operation of an historic cemetery and maintenance and operation of 3 nature trails.

2. Provide a brief description about the service activities for which your organization is requesting a NCCC team. Please conclude your statement with the desired outcome expected from the involvement of NCCC.
   We request a series of service activities ranging from light construction, painting, cleaning, trail maintenance and comprehensive park tree inventory. Most of these projects will be those that need to be accomplished but are those that we have been unable to accomplish due to resource and time limitations. The desired outcome will be to allow us to tackle several of these needed tasks to extend the life of some City-owned assets, provide better service to residents and visitors and to better account for the City's urban forest.

3. If different from the organization address above, please provide the primary address where the service activities will take place.

   Address: 630 S Oakes St.

   City: San Angelo State: Texas Zip+4: 76903 - 7013

4. Check the box for the primary issue area that the project will address.

   - ☐ Natural and Other Disasters
   - ☐ Infrastructure Improvement
   - ☐ Urban and Rural Development
   - ☐ Environmental Stewardship and Conservation
   - ☐ Energy Conservation

5. How many teams are being requested? 1

   How many weeks will it take a team of 8 to 12 members working full-time (40-45 hours per week) to complete this project? 11

   Proposed Beginning Date: January 7, 2016 Proposed End Date: April 2, 2016

   These dates are ☐ Fixed or x Flexible

6. What is your organization type? Check all that apply.

   ☐ National Non-Profit x Local Municipality ☐ National or State Park
   ☐ Community or Faith-Based ☐ State Government ☐ Federal Government
   ☐ School ☐ Indian Tribe
   ☐ Other (please specify:

7. In the event that housing is not available on the regional campus or your project is beyond a reasonable driving distance (1hr) from your regional campus, briefly describe the housing arrangements you are exploring for the team.
   Does not apply. Housing will be available within a 30 minute drive.

8. Have you worked with a NCCC team previously? x Yes No

   If 'Yes', how many teams have served your organization? one

   If 'Yes', when did a team most recently work with your organization? Apr 24 – Jul 14, 2015

9. Do you currently or have you ever had a "Fee for Service" arrangement with a youth corps or conservation corps program?* *(Fee for Service is defined as an agreement in which your organization pays fees or reimburses costs to a service program in exchange for member or team support).* ☐ Yes x No

   *NCCC has effectively been used in past projects to augment and support existing youth corps partnerships with organizations. Please describe how your plan to utilize NCCC will incorporate your existing partnership with the "Fee for Service" corps.
   Does not apply

10. How did you find out about the NCCC? (check all that apply)

    ☐ I am an NCCC Alum ☐ I am a past NCCC Sponsor
    ☐ NCCC Staff Member ☐ NCCC Alumni ☐ Current NCCC Member
    ☐ State CNCS Office x Outreach Presentation ☐ Previous NCCC Sponsor
    ☐ State Commission Community Service Office
    ☐ Other (please specify):

Carl White
Signature

September 11, 2015
Date

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider approving an agreement between the City of San Angelo and the San Angelo Symphony Society for In-Kind Support for the July 3rd Pops Concert, and authorizing the Mayor and/or the City Manager to execute said agreement (C.White)

Summary/History:

Staff recommends approval of an agreement between the City of San Angelo and the San Angelo Symphony Society for In-Kind services for the July 3rdPops Concert and authorization of the Mayor and/or City Manager to execute the agreement.

The City has supported the July 3rd Pops event since 1988.

City Council approved a similar agreement on May 3, 2011.

The agreement, approved on May 3, 2011, has proven to be very helpful to both the City and Symphony to help identify and detail the support provided for this very popular community event.

The term of this proposed new agreement would be for 3 years and has 2 extension options.

The San Angelo Symphony and City Staff recommend approval.

Financial Impact:

There is no direct cost for approving this agreement. Approval of the agreement will authorize the commitment of up to $30,750 of in-kind services for the first three-year term of the agreement. This in-kind support includes waiving of rental and materials fees as well as staff time.

Other Information/Recommendation:

Attachments:

1. Agreement for In Kind Support for July 3rd Pops Event — 15-227 PR In Kind support for July 3 Pops Concert DF 12 02 15 FINAL.pdf

Presentation:

Approvals/Reviews:

White, Carl	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AGREEMENT

IN-KIND SUPPORT FOR THE JULY 3RD POPS CONCERT

This agreement for in-kind support for the July 3rd Pops Concert (hereinafter "Agreement") is made and entered into this _____ day of _____, 2015 (but effective _____), by and between the City of San Angelo, a Texas Municipal Corporation (hereinafter "City"), and the San Angelo Symphony Society (hereinafter "Symphony"), a registered 501 (c) (3), not-for-profit organization.

WHEREAS, the San Angelo Symphony coordinates and hosts the annual July 3rd Pops Concert (hereinafter "Event") at the Bill Aylor Sr. Memorial RiverStage; and

WHEREAS, Event is a community event that is held on City property, open to the general public, is free to the general public, and celebrates a national holiday; and

WHEREAS, City desires to facilitate and support significant community events in San Angelo such as Event; and

WHEREAS, City and Symphony agree to enter into agreement in which City would support Event; and

WHEREAS, City agrees to support Event with in-kind services at an amount within a defined value limit; and

WHEREAS, Symphony will acknowledge City's in-kind support as a sponsor of Event at a level that is commensurate with the recognition of other sponsors:

NOW THEREFORE, in consideration of mutual covenants and promises herein contained, Symphony and City hereby agree as follows:

1. PURPOSE.

City and Symphony enter into this Agreement with the mutual intention that Symphony host Event, in order to provide an event on City property, open to the general public, free to the general public, in celebration of the anniversary of our Nation's birth. It is anticipated by City and Symphony that this Agreement will be carried out in a spirit of mutual cooperation, transparency and accountability.

2. TERM.

A. The term of this Agreement (the "Term") shall be for a period beginning on the effective date hereof and ending on December 31, 2018.

B. This Agreement may be extended for up to two additional periods of three years each by mutual agreement of the parties upon ninety (90) days advance, written notice given by Symphony to City, and subject to availability of in-kind support as determined by City in

its sole discretion. Additional City Council approval shall not be required for such extension(s).

3. EVENT AREA.

The provisions of this Agreement shall apply to the "Event Area" described as the area within the corporate limits of the City of San Angelo, bounded on the east by Oakes Street, on the south by Avenue A, on the west by Chadbourne Street and on the north by the North Concho River.

4. SUPPORT SERVICES TO BE PROVIDED BY CITY.

A. Subject to the availability of necessary personnel and resources as determined in the sole discretion of City, City will support Event by providing the following services leading up to Event:

1. Attend Symphony-called planning meetings.
2. Promote Event on City Web site and social networks.
3. Post signs at least 4 signs at the main entrances to the fenced in areas of the RiverStage area stating "glass containers prohibited."
4. Provide Symphony with a key to the RiverStage so that Symphony may oversee Event preparations and activities and perform responsibilities that do not require City Staff during the period June 29 to July 3 each year.

B. Indirect In-Kind Support.

Subject to the availability of necessary personnel and resources as determined in the sole discretion of City, City will provide the following tasks on an annual basis before or during Event without assessing a value therefore:

1. Supervise TDCJ laborers (or other labor) in setting up of chairs.
2. Provide San Angelo Police Department ("SAPD") traffic control officers.
3. Identify and establish a handicapped accessible viewing area for Event.

C. Direct In-Kind Support.

Subject to the availability of necessary personnel and resources as determined in the sole discretion of City, City will provide the following tasks on an annual basis before, during, or after Event as noted below. Except as otherwise provided, the value of these services, as determined by City, will be applied against the annual limit for in-kind support authorized by this Agreement.

1. Provide landscape services for the grounds immediately before Event at RiverStage, Neff's area, and adjacent City property. For purposes of this Agreement, the value of this service will not be added to the overall in-kind support value.

2. Clean and stock the restrooms before and during Event.
3. Empty and remove trash during Event.
4. Provide a Manager on Duty (MOD) during the move-in.
5. Open gates at noon July 3, using MOD and 2 others.
6. Remove stage lights from the Auditorium and re-hang them at the RiverStage.
7. Transport chairs, stands and musical instruments from Auditorium to the RiverStage and back.
8. Requisition folding chairs from the San Angelo Stock Show and Rodeo Association, as available, and transport them to and from the RiverStage.
9. Meet with the designated company providing dumpster containers at the RiverStage to direct placement of dumpsters.
10. Direct placement of portable restrooms for Event.
11. Erect and remove the security fencing at the RiverStage, Neff's Park area and Oakes Street Bridge, to include the area for the designated fireworks fall zone. This will include at least four "Danger" and "Do Not Enter" signs placed on the fencing at different cardinal directions and a prominent pedestrian barricade at the north entrance of the Celebration Bridge.
12. Hang Symphony's banners and swags on venue's prosceniums and fences.
13. Coordinate to move manlift and forklift from Coliseum to RiverStage.
14. Erect and take down scaffolding.
15. Hang and take down lance boards.
16. Clean up trash at the RiverStage, across the Concho River, on Oakes Street Bridge and around the San Angelo Museum of Fine Arts after Event.
17. Empty Symphony Belles' sandbags before disposing of bags, if required.
18. Provide SAPD security officers, in a number and for such hours determined to be necessary in the discretion of the SAPD. This security service shall be valued at actual employee rates determined by City. City will waive payment for SAPD officer time up to an amount necessary to meet City's maximum annual in-kind service commitment for the aggregate value of in-kind services provided for herein. Any amount for SAPD security services that exceeds the maximum in-kind service commitment as determined by the City shall be billed to the Symphony for payment.
19. Provide use of the RiverStage at no cost for move-in, use, and move-out. For the purposes of this Agreement the value of this in-kind support is the value of the standard non-commercial non-ticketed rental for move-in, use, and move out.
20. Treat the grounds at the RiverStage and Neff's Park area for fire ants at least one week before Event.
21. With the review and approval of City staff, place and remove road barricades based on the locations required on the map provided by Symphony.
22. Provide two (2) cubic yards of coarse sand near the RiverStage for the use of the pyrotechnics contractor.
23. Provide street sweeper and staff for the cleanup of the Oakes Street Bridge upon removal of the pyrotechnics not fired by the pyrotechnicians.

D. In-Kind Service Support Limit.

1. City will provide annual in-kind service support substantially as described herein, having a value as determined by City, of not more than TEN THOUSAND and NO/100 DOLLARS ($10,000.00) during the Term of this Agreement or any extension thereof. The value of the annual in-kind service support will be increased by $250.00 for each year this Agreement is in effect.

2. The provision of any service by City that is not part of the in kind support responsibility of City hereunder, and which is provided at the request of Symphony, shall be billed to Symphony at City's actual cost as determined by City. Symphony shall pay City the amount due for such additional services within thirty (30) days of the date of billing.

5. SYMPHONY OBLIGATIONS.

A. Symphony shall:

1. Submit, by no later than the first work day in May, a properly completed application for a special event permit, including the applicable permit fee, sufficient in form and content for approval of the required permit.
2. Coordinate, pay for, order, and place the portable restrooms and dumpsters at locations approved by City.
3. Coordinate and pay for all required permits including those necessary for street closures and use.
4. Have a process and make a good faith effort to check coolers for glass containers to prevent any glass containers in the fenced-in RiverStage area.
5. Allow banners or other advertising material posted by or under contract with Citywise Marketing or other contracted venue sponsors to remain in the Event Area unless Symphony can coordinate with contracted venue sponsor for the removal, relocation or obscuring of the advertising material and for its restoration at the conclusion of Event, with the written approval of the sponsor of the advertisement.
6. Provide for public recognition of City commensurate with other Event co-sponsors in all publications, promotions and marketing venues.
7. Provide prior written consent for any alcohol sales during Event in the Event Area.
8. Allow the sale of food and drink during Event in the Event Area, to be supplied exclusively through the City of San Angelo Concessionaire.
9. Allow concession sales by other vendors outside the "Event Area" if required permits are secured.
10. Allow alcohol sales by the City of San Angelo concessionaire outside of the bordered "Event Area."

11. Provide an invitation to the Mayor for a welcoming address to be made at the commencement of Event.
12. Restrict the driving or operation of any vehicle on any turf areas in the Event Area. Any use of vehicles on turf must be coordinated through the City Park Superintendent or his designee.
13. Contract with the SAPD for security officers in a number and for such hours determined to be necessary in the discretion of the SAPD for Event, Event Area, and anticipated public attendance. SAPD officers will secure the pyrotechnics fall out area before, during, and after Event on July 3rd until all pyrotechnics have been removed. Symphony shall be responsible for the payment for security services at actual employee rates determined by City, subject to a credit, if any, in an amount determined by City to be necessary to meet City's maximum annual in-kind service commitment for the aggregate value of in-kind services provided for herein.

B. Pyrotechnics.

1. Symphony may, as part of Event, utilize fixed pyrotechnic displays and present a public firewoks display.

2. Symphony shall contract with a qualified, Texas state-licensed pyrotechnics contractor to facilitate and conduct all pyrotechnic displays in compliance with federal, state and local laws and regulations. The pyrotechnics contractor shall be an independent contractor working solely for Symphony. Symphony shall provide a copy of its contract(s) with pyrotechnic contractor(s) to City at least thirty (30) days prior to Event at which the pyrotechnic display, fixed and fireworks display, are planned to occur.

3. Symphony shall require that its pyrotechnic contractor(s) be responsible for pulling required permits, including a permit issued by the San Angelo Fire Marshal for fixed and public displays of fireworks and state permits for public displays. Symphony shall require, and secure copies of pyrotechnic operator licenses issued by the State Fire Marshal's Office for all individuals who are to conduct pyrotechnic displays. Symphony shall make certain that the Certificate of Insurance required is on file with the authority having jurisdiction. Symphony will require that pyrotechnic contractors arrange for demonstrations on the effects, if required by the City Fire Marshal or other regulatory authority having jurisdiction. Licensed pyrotechnician(s) shall be continuously on site during pyrotechnic demonstrations, displays and whenever pyrotechnics are used. All special effects operators and pyrotechnic operators shall be licensed by the State.

4. Symphony shall provide copies of all required permits, contractor licenses and individual pyrotechnic operator licenses to the City Fire Marshal at least ten (10) days prior to Event at which pyrotechnics are to be used.

5. All pyrotechnic displays must be in accordance with the National Fire Protection Association (NFPA) 1123 Code for Fireworks Display, NFPA 1126 Standard for Use of Pyrotechnics Before a Proximate Audience, NFPA 160 Standards for Flame Effects Before an Audience, and Texas Occupations Code, Chapter 2154 Regulation of Fireworks Displays.

6. Symphony shall assure that its pyrotechnic contractor shall have the right, at any time, either before or during Event to discontinue the conduct of any display should the contractor, in contractor's discretion, determine that weather conditions are unfavorable or that displays cannot be put on or continued for whatever reason without endangering spectators or the public or property.

7. Symphony shall assure that its pyrotechnic contractor inspect the premises of any pyrotechnic display immediately after the display for any unexploded pyrotechnic devices and remove the same from the area.

8. Symphony shall be responsible for the clean-up of all discharged pyrotechnic material, including those on Celebration Bridge.

9. Symphony will contract for any required security for the storage of the pyrotechnics in the Event Area.

6. GENERAL INDEMNIFICATION.

SYMPHONY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY, ITS COUNCIL MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF SYMPHONY OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF SYMPHONY, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF SYMPHONY AND ANY OTHER ENTITY AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY SYMPHONY HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL

REQUIRE SYMPHONY TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. INSURANCE.

A. *General Conditions.* The following conditions shall apply to all insurance policies obtained by Symphony for the purpose of complying with this Agreement.

B. *Satisfactory Companies.* Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

C. *Named Insureds.* All insurance policies required herein shall be drawn in the name of Symphony, with City, its council members, officials, agents, and employees named as additional insureds, except on Workers' Compensation coverage.

D. *Waiver of Subrogation.* Symphony shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, officials, agents, and employees.

E. *Certificates of Insurance.* At or before the time of execution of this Agreement, Symphony shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Symphony and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

F. *Symphony's Liability.* The procuring of such policy of insurance shall not be construed to be a limitation upon Symphony's liability or as a full performance on its part of the indemnification provisions of this Agreement. Symphony's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Symphony to maintain adequate coverage shall not relieve Symphony of any contractual responsibility or obligation.

G. *Subcontractors' Insurance.* Symphony shall cause each Subcontractor employed by Symphony to purchase and maintain insurance of the types and in the amounts specified

below. Symphony shall require Subcontractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each Subcontractor.

H. *Types and Amounts of Insurance Required*. Symphony shall obtain and continuously maintain in effect at all times during the term hereof, at Symphony's sole expense, insurance coverages as follows with limits not less than those set forth below:

I. *Commercial General Liability*. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect Symphony and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Symphony's employees) and damage to property of City or others arising out of the act or omission of Symphony or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Symphony under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be no less than:

i.	$2,000,000.00	General Aggregate
ii.	$1,000,000.00	Products-Completed Operations Aggregate
iii.	$1,000,000.00	Personal & Advertising Injury
iv.	$1,000,000.00	Each Occurrence
v.	$ 100,000.00	Fire Damage (any one fire)

J. *Business Automobile Liability*. This policy shall protect Symphony and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be no less than:

i.	$ 500,000.00	Combined Single Limit

K. *Workers' Compensation and Employer's Liability*. This insurance shall protect Symphony and the additional insureds against all claims under applicable workers' compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall be no less than:

i.	Statutory Amount	Workers' Compensation
ii.	$ 100,000.00	Employer's Liability, Each Accident
iii.	$ 100,000.00	Employer's Liability, Disease - Each Employee
iv.	$ 500,000.00	Employer's Liability, Disease - Policy Limit

L. The foregoing requirement will not be applicable if, and so long as, Symphony qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

8. NOTICES.

Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City: City of San Angelo
72 W College Ave
San Angelo, Texas 76903
Attn: Carl White, Parks and Recreation Director

If to Symphony: San Angelo Symphony Society
P.O. Box 5922
San Angelo, Texas 76902
Attention: Courtney Mahaffey

9. AMENDMENTS.

No modification of this Agreement shall be binding unless it be in writing and executed in due form by all of the parties hereto.

10. ASSIGNMENT.

Symphony shall not assign this Agreement without first securing the written consent of City, which consent may be withheld in the discretion of City.

11. DEFAULT.

If Symphony shall default in performance of any of the covenants and conditions required herein to be kept and performed by Symphony, and such default continues for a period of three (3) business days after notice thereof, City shall have the right to terminate this Agreement. Notice shall be sufficient if given in accordance with the notice provision herein. Any termination of this Agreement arising from Symphony's default shall not relieve Symphony from the payment of any sum or sums that are due and payable to City under this Agreement or the Lease Agreement executed by Symphony with City and relating to Event, or any claim for damages then or thereafter accruing against Symphony under this Agreement. Any such termination shall not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Symphony for

any default under this Agreement. All rights, options, and remedies of City contained in this Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Agreement. In the event of the breach of any of the covenants, conditions or obligations contained herein by Symphony, or if it becomes necessary for City to employ attorneys to enforce its rights accruing as a result of such default, Symphony agrees to pay City reasonable attorneys' fees and all costs of court and expenses incurred as a result thereof.

12. RELATIONSHIP OF PARTIES.

The relationship between City and Symphony at all times shall remain solely that of independent contractor and shall not be deemed a partnership or joint venture.

13. TIME AND TERMS ARE OF THE ESSENCE.

Time and each and every provision, Term and requirement contained herein are of the essence of this Agreement. Any substantial violation of any such provision, subject to the provision herein for Symphony to cure a default, shall entitle City to terminate this Agreement without recourse by Symphony.

14. HEADINGS.

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend, or limit the scope of any provisions of this Agreement.

15. INTERPRETATION/VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

16. ANTI-DISCRIMINATION.

Symphony agrees that it will not violate any federal, state, civil rights, or discrimination laws in conduct of Event. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as City may deem appropriate.

17. COMPLIANCE WITH ADA.

Symphony and its contractors shall make any and all displays, events, or activities on City Premises accessible to individuals with disabilities in compliance with the Americans with Disabilities Act.

18. WARRANTY OF AUTHORITY TO EXECUTE.

By the execution hereof, the undersigned each warrant that he/she has the authority of the respective Party's governing body to execute this Agreement.

19. ENTIRE AGREEMENT.

The writing constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF SAN ANGELO

_____
Daniel Valenzuela, City Manager

SAN ANGELO SYMPHONY SOCIETY

_____
Courtney Mahaffey, Executive Director

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Carl White, Parks and Recreation
Director

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Cynthia Preas, Real Estate Administrator, Real Estate, 325-657-4212

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider declaring the north 1.5 acres of W. R. Probst 5.0 acre tract out of the James Williams Survey 121 1/2 surplus property and disposing of said surplus property under published RFB No. RE-03-16 for the highest sealed bid, being $13,100.50 submitted by Miguel Duran and authorizing the Mayor, City Manager or his designee to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights (C.Preas)

Summary/History:

The subject property was purchased by the City in October 1963 and remains vacant.
Staff has been unable to identify the project for which this property was purchased. Most recently the property was used by the Operations Department for staging road resurface materials.

Financial Impact:

Bid amount - $13,100.50, and return property to tax rolls

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	RE Surplus Property Map	Map 1.5 Ac Travis Street.pdf
2.	RE Surplus Property Bid Tab	Bid Tab RE-03-16.pdf

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AERIAL PHOTOGRAPH OF THE SUBJECT PROPERTY

CITY OF SAN ANGELO

BID TABULATION * RFB: RE-03-16/Travis Street * November 23, 2015

		Deposit $1,000	Minimum Bid $13,000.00
No.	**Bidder Name:**	**Deposit**	**Bid Amount**
1	Charles Wesley Mikeska	$1,000	$13,100.50

	Bids Mailed To:	City	State	Response
1	Shawn Davis	Sweetwater	TX	
2	Candice Sage	San Angelo	TX	
3	Charles Havlak	San Angelo	TX	
4	Daniel Chaput	San Angelo	TX	No Bid
5	Dusty Thompson	San Angelo	TX	
6	Gary Donaldson	San Angelo	TX	No Bid
7	Lukarh Investments	San Angelo	TX	No Bid
8	Miguel Duran	San Angelo	TX	
9	Mr. Art Goetz	San Angelo	TX	
10	Mr. Chris Cain	San Angelo	TX	
11	Mr. Cisco Guzman	San Angelo	TX	
12	Mr. Doug Johnson	San Angelo	TX	
13	Mr. Kenneth Barrows	San Angelo	TX	
14	Mr. Marshal Gray	San Angelo	TX	
15	Mr. Richard Salmon	San Angelo	TX	
16	Patrick Agan	San Angelo	TX	
17	Ryan Newlin	San Angelo	TX	
18	Teri Covert	San Angelo	TX	No Bid
19	Tom Cameron	San Angelo	TX	
20	Tracey Kennemer	San Angelo	TX	Returned
21	Paul & Paula McClure	San Angelo	TX	
22	San Angelo Dream Center	San Angelo	TX	
23	Ignacio Soto	San Angelo	TX	
24	Sean Velasquez	San Angelo	TX	
25	San Angelo Realtors Association	San Angelo	TX	No Bid
26	Salil K. Sen	Katy	TX	
27	Mr. Nathan Timm	email		
28	Ms. Mary Jane Steadman	email		
29	Michael Walters	email		
30	Justin Strube	email		
31	Brandon Sanders	email		
32	Rick Weise	email		
33	Michael Dane	email		
34	Mark Eberhardt	Abilene	TX	Returned
35	San Angelo Real Estate			
36	San Angelo KOA			

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Cynthia Preas, Real Estate Administrator, Real Estate, 325-657-4212

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider approving a new 40-year lake lot residential lease with the following Tenant (C.Preas):

Sammie Angela Brown Management Trust: Lot 11, Group Lincoln Park East, Lake Nasworthy Addition

Summary/History:

Tenant requests a new lease necessary for financing purposes.
Tenant is in good standing as to all lease obligations

Financial Impact:

Current Lease expires: June 30, 2016

Current Yearly Lease Fee: $945.00

New Lease expires: November 30, 2055

New Yearly Lease Fee: 2016 - $983.00

2017 thru 2054 Market Value

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Cynthia Preas, Real Estate Administrator, Real Estate, 325-657-4212

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider adopting a resolution authorizing the Mayor to execute a Resolution authorizing sale of the following Tax Lot under the Urban Redevelopment Program (C. Preas):

711 W. 19th Street (Galilee Community Development Corporation)

Summary/History:

The subject property was auctioned with no offers received. Subsequently, the property was struck off to the City as Trustee for itself and the other taxing entities.

Under the Tex. Tax Code §34.051 a municipality is authorized to resell tax foreclosed property for less than the market value specified in the judgment of foreclosure or less than the total amount of the judgments against the property if consent to the conveyance is evidenced by and Interlocal agreement between the municipality and each taxing unit that is a party to the judgment.

The CITY OF SAN ANGELO, TEXAS, a municipal corporation situated in Tom Green County, Tom Green County, a political subdivision of the State of Texas, SAN ANGELO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, TOM GREEN COUNTY APPRAISAL DISTRICT, success or in interest to COUNTY EDUCATION DISTRICT #9, entered into an Interlocal Agreement executed on November 17, 1998.

The City of San Angelo Family Support Division declares Galilee Community Development Corporation meets the specified criteria outlined under the Urban Redevelopment Program.

Financial Impact:

Upon approval: (1) The City will retain a $500 Administration Fee, (2) The balance will be distributed according tc the judgment on the Sheriff's Return, and (3) Property will be reinstated back onto tax roll.

Other Information/Recommendation:

The property is an unimproved parcel; there are no outstanding account balances for the above mentioned agency; and the transfer will assist the City in meeting its Urban Development Program goals; therefore, it is recommended that the above offer be accepted.

Attachments:

1. RE Tax Resale Analysis Analysis Leon Heights Addtn.pdf

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

PROPERTY ANALYSIS

For Tax Resale Property

Legal Description:	Lot 6, Block 3, Leon Heights Addition, an addition to the City of San Angelo, Tom Green County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 155, Plat Records of Tom Green County, Texas.
Improved/Unimproved	Unimproved
Tax Suit Number:	B-05-0251-T
Location:	711 W. 19th Street
City of San Angelo, et al., vs.	Pansy M. Warren
Tax ID Number:	17-31400-0003-006-00
Judgment Date:	June 30, 2009
Date of Sheriff's Sale:	June 7, 2011
Sheriff's Deed Recorded:	June 30, 2011

		Years Held in Trust	**4 Yrs 5 Mo.**
Adjudge Value:	$ 3,230.00	**Urban Redevelopment Program?**	**NO**
Amount of Offer:	$ 750.00		

Buyer: Galilee Community Development Corporation

	Amounts Due		Priority	% of	Pro Rata	Amounts
	Fees	Judgment	Allocations	Remainder	Allocations	Distributed
Administration Fee	$500.00		$500.00	0.00%		**$500.00**
Maintenance Fee	$405.00		$405.00	13.00%		**$52.75**
District Clerk	$840.00		$840.00	13.00%		**$109.25**
Sheriff's Fee	$100.00		$100.00	13.00%		**$13.00**
Attorney Fee	$377.00		$377.00	13.00%		**$49.00**
Municipal Liens				0.00%	$0.00	**$0.00**
Taxes	$ -	$3,718.31		0.00%	$0.00	**$26.00**
Total	$2,222.00	$3,718.31	$2,222.00	100.00%	$0.00	**$750.00**
Actual Total Amt Due		$5,940.31				
Amount Remaining			$ (1,472.00)			

Offer will satisfy a portion of the court costs and taxes, according to the Judgment.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Cynthia Preas, Real Estate Administrator, Real Estate, 325-657-4212

Meeting Date: December 15, 2015

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy property to current residential lake lot lease holder for the appraised value (C.Preas):

Lot 4, Block 1, Group 20 (2109 Hillside Drive) $51,400
Lot 1, Block 1, Group 15 (2302 Fisherman's Road) $110,000

Summary/History:

N/A

Financial Impact:

Upon approval, proceeds from the sale of residential lake lots will be placed in the Lake Nasworthy Trust Fund.

Other Information/Recommendation:

If the sale is approved at the appraised value, a title examination will be performed and legal staff will prepare a Real Estate Contract of Sale, Special Warranty Deed and Surrender of Lease, as previously approved by City Council.
Staff recommends approval

Attachments:

1.	RE Appraisal 2109 Hillside Dr	Appraisal 2109 Hillside Dr.pdf
2.	Appraisal 2302 Fisherman's Rd	Appraisal 2302 Fisherman's Rd.pdf

Presentation:

None

Approvals/Reviews:

Preas, Cynthia	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AN APPRAISAL REPORT
OF

A SINGLE-FAMILY LAKE LOT
LOCATED AT 2109 HILLSIDE DRIVE
LEGALLY DESCRIBED AS LOT 4, BLOCK 1,
GROUP 20, LAKE NASWORTHY ADDITION
SAN ANGELO, TEXAS

PREPARED FOR:

CITY OF SAN ANGELO
REAL ESTATE DIVISION
OFFICE OF THE CITY ATTORNEY
72 W COLLEGE
SAN ANGELO, TEXAS 76903

PREPARED BY:

ROBERT W. STRIBLING, MAI
AND
CHARMAINE SMITH
STRIBLING-PROBANDT APPRAISALS
502 SOUTH KOENIGHEIM, SUITE 3B
SAN ANGELO, TEXAS 76903

AS OF:

NOVEMBER 24, 2015

Stribling-Probandt Appraisals, LLC
Real Estate Appraisers & Consultants
502 South Koenigheim, Suite 3B
San Angelo, Texas 76903
(325) 658-2773

Robert W. Stribling, MAI
Victor R. Probandt, ARA
Charmaine Smith

December 2, 2015 R15-1340

Ms. Cynthia Preas, Real Estate Administrator
City of San Angelo
Real Estate Division
Office of the City Attorney
72 W College Street
San Angelo, Texas 76903

Re: An appraisal of the leased fee interest of a single-family residential lake lot located at 2109 Hillside Drive, City of San Angelo, Tom Green County, Texas.

Dear Ms. Preas:

At your request, we have completed an appraisal report on the above referenced property. As such, it summarizes the data, reasoning, and analyses that were used in the appraisal process to develop our opinion of value. Some of the supporting documentation concerning the data, reasoning, and analyses is retained in our appraisal file. Robert W. Stribling and Charmaine Smith have inspected the subject property, and we believe all data gathered by us is from reliable sources.

On April 15, 2014 the City of San Angelo (City) approved an ordinance (Page 355, Volume 105, #2014-04-044) that, in part, states that annual rent (effective January 1, 2017) will be based on "appraised market value of the land multiplied by a factor of 0.015." Additionally, annual rent based on appraised market value will at no time be less than $700 per year.

Without adequate arms length comparable leases, market rent can be estimated by using the formula: fee simple market value x market capitalization rate = market rent. The City ordinance cited above creates a below market rent because 0.015 is below the historical and current market capitalization rate for land.

Therefore, the ordinance results in the creation of a positive leasehold value (tenant's interest) and diminishment (relative to fee simple market value) of the leased fee value (City's interest).

Our client, the City of San Angelo, has requested that we estimate the City's interest in the subject lot under the hypothetical condition that annual rent (effective January 1, 2017) is based upon the formula, fee simple market rent x 0.08 = annual rent, rather than the current ordinance that states annual rent will be based on fee simple market value x 0.015 = annual rent.

The City acknowledges that utilizing the hypothetical condition results in a value of the City's interest that is greater than the value of the City's interest without the hypothetical condition.

Reference is made to the addenda of this report for a copy of the subject lease as well as the instructions provided to us by the City. Reference is also made to various sections throughout the body of the report for appropriate definitions relating to Leased Fee Value and Hypothetical Condition.

It is our conclusion, subject to the Contingent, Limiting and Hypothetical Conditions and the lease agreement located in the addenda of this report and based upon the accompanying report that the leased fee market value of the subject property, as of November 24, 2015, was:

FIFTY-ONE THOUSAND FOUR HUNDRED DOLLARS

($51,400)

We appreciate the opportunity of preparing this work for you. If we may be of further assistance, please feel free to contact us.

Respectfully Submitted,

Charmaine Smith

Robert W. Stribling, MAI
TX-1321617-G

Charmaine Smith
TX-1328495-R

AN APPRAISAL REPORT
OF

A SINGLE-FAMILY LAKE LOT
LOCATED AT 2302 FISHERMAN'S ROAD
LEGALLY DESCRIBED AS LOT 1, BLOCK 1,
GROUP 15, LAKE NASWORTHY ADDITION
SAN ANGELO, TEXAS

PREPARED FOR:

CITY OF SAN ANGELO
REAL ESTATE DIVISION
OFFICE OF THE CITY ATTORNEY
72 W COLLEGE
SAN ANGELO, TEXAS 76903

PREPARED BY:

ROBERT W. STRIBLING, MAI
AND
CHARMAINE SMITH
STRIBLING-PROBANDT APPRAISALS
502 SOUTH KOENIGHEIM, SUITE 3B
SAN ANGELO, TEXAS 76903

AS OF:

NOVEMBER 24, 2015

Stribling-Probandt Appraisals, LLC
Real Estate Appraisers & Consultants
502 South Koenigheim, Suite 3B
San Angelo, Texas 76903

Robert W. Stribling, MAI
Victor R. Probandt, ARA
Charmaine Smith

(325) 658-2773

December 7, 2015

R15-1190

Ms. Cynthia Preas, Real Estate Administrator
City of San Angelo
Real Estate Division
Office of the City Attorney
72 W College Street
San Angelo, Texas 76903

Re: An appraisal of the leased fee interest of a single-family residential lake lot located at 2302 Fisherman's Road, City of San Angelo, Tom Green County, Texas.

Dear Ms. Preas:

At your request, we have completed an appraisal report on the above referenced property. As such, it summarizes the data, reasoning, and analyses that were used in the appraisal process to develop our opinion of value. Some of the supporting documentation concerning the data, reasoning, and analyses is retained in our appraisal file. Robert W. Stribling and Charmaine Smith have inspected the subject property, and we believe all data gathered by us is from reliable sources.

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Without adequate arms length comparable leases, market rent can be estimated by using the formula: fee simple market value x market capitalization rate = market rent. The City ordinance cited above creates a below market rent because 0.015 is below the historical and current market capitalization rate for land. Therefore, the ordinance results in the creation of a positive leasehold value (tenant's interest) and diminishment (relative to fee simple market value) of the leased fee value (City's interest).

Our client, the City of San Angelo, has requested that we estimate the City's interest in the subject lot under the hypothetical condition that annual rent (effective January 1, 2017) is based upon the formula, fee simple market rent x 0.08 = annual rent, rather than the current ordinance that states annual rent will be based on fee simple market value x 0.015 = annual rent.

The City acknowledges that utilizing the hypothetical condition results in a value of the City's interest that is greater than the value of the City's interest without the hypothetical condition.

Reference is made to the addenda of this report for a copy of the subject lease as well as the instructions provided to us by the City. Reference is also made to various sections throughout the body of the report for appropriate definitions relating to Leased Fee Value and Hypothetical Condition.

It is our conclusion, subject to the Contingent, Limiting and Hypothetical Conditions and the lease agreement located in the addenda of this report and based upon the accompanying report that the leased fee market value of the subject property, as of November 24, 2015, was:

ONE HUNDRED TEN THOUSAND DOLLARS

($110,000)

We appreciate the opportunity of preparing this work for you. If we may be of further assistance, please feel free to contact us.

Respectfully Submitted,

Robert W. Stribling, MAI
TX-1321617-G

Charmaine Smith
TX-1328495-R

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, Budget,

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending the 2015-2016 budget for capital projects, incomplete projects, new projects, and grants (M.Chegwidden)

Summary/History:

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

- Carryover of prior year's allocations for incomplete projects;
- City Council pay increase;
- Public Health Emergency Preparedness grant;
- Pecan Creek Pavilion improvements;
- Fairmount Cemetery equipment replacement;
- Auditorium project;
- Land exchange with Angelo State University;
- Development Corporation sales tax revenue;
- Development Corporation Performing Arts Center Annex project; and
- Development Corporation Full-time Position.

Financial Impact:

$23,075,633 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	Ordinance including Exhibit A	ord inc ex a.pdf
2.	Additional Information	add'l info.pdf
3.	Memos	memos.pdf
4.	Powerpoint	FIN Budget Amendment 12-1-15.pptx

Presentation:

Yes

Approvals/Reviews:

Kendrick, Bryan	Created/Initiated

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016, FOR CAPITAL PROJECTS, INCOMPLETE PROJECTS, NEW PROJECTS, AND GRANTS.

WHEREAS the City of San Angelo has determined that new projects not included in the current budget should begin, and

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2015-2016 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 1st day of December, 2015, and APPROVED and ADOPTED on this the 15th day of December, 2015.

CITY OF SAN ANGELO, TEXAS

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Content and Form:

_____
Tina Carriger, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
101	General Fund	101,500	3,772,872	(3,671,372)
103	Intergovernmental Fund	72,960	72,960	-
240	Stormwater Fund	-	835,535	(835,535)
260	Water Fund	7,000	7,000	-
270	Wastewater Fund	-	201,498	(201,498)
320	Property Casualty Fund		174,317	(174,317)
410	Civic Events Fund		175,525	(175,525)
440	Fairmount Cemetery Fund	13,950	13,950	-
501	General Equipment Replacement Fund		38,188	(38,188)
502	General Capital Fund	4,297,220	10,732,064	(6,434,844)
503	Type B Sales Tax Debt Fund		63,896	(63,896)
512	Water Capital Fund	1,200,000	2,888,040	(1,688,040)
520	Wastewater Capital Fund		3,499,788	(3,499,788)
	Development Corporation Fund	600,000	600,000	-
	Total	6,292,630	23,075,633	(16,783,003)

Staffing Levels

	Current	Proposed	Amended
Civilian	612	1	613

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/ (Cost)
Carryover of prior year's allocations for incomplete projects	Multiple Funds – Fund Balance	5,541,170	19,669,366	(14,128,196)
City Council pay increase	General Fund Balance	-	20,911	(20,911)
Purchase biological grade suits	Department of State Health Services Grant	22,960	22,960	-
Purchase a defibrillator and hire a part-time website employee	Department of State Health Services Grant	50,000	50,000	-
Pecan Creek pavilion improvements	Rental Revenues	7,000	7,000	-
Convention & Visitors Bureau contract	Hotel Occupancy Tax	-	70,000	(70,000)
Fairmount Cemetery equipment replacement	Equipment Replacement Fund	-	-	-
Auditorium renovation and expansion Project	Landfill & Civic Events Fund Balances	-	2,500,000	(2,500,000)
Land exchange with ASU for Fairmount Cemetery expansion	Savings from completed capital projects	-	63,896	(63,896)
Development Corporation sales tax to match projections	Type B Sales Tax	600,000	600,000	-
Development Corporation full-time position	Type B Sales Tax	71,500	71,500	- -
	Total	6,292,630	23,075,633	(16,783,003)

City of San Angelo

Memo

To: Tina Carriger, Finance Director

From: Morgan Chegwidden, Budget Manager

Date: November 23, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Carryover remaining fiscal year 2014-15 funds for incomplete projects.

Source of Funding:

Multiple Funds – Fund Balance.

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

City Council approved the 2014-15 budget ordinance on September 2, 2014.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
101 General Fund	69,603,910	3,680,461	73,284,371
240 Stormwater Fund	2,720,538	835,535	3,556,073
270 Wastewater Fund	9,718,581	201,498	9,920,079
320 Property/Casualty Fund	661,100	174,317	835,417
410 Civic Events Fund	2,396,506	105,525	2,502,031
501 Equipment Replacement Fund	1,307,261	52,138	1,359,399
502 General Capital Projects Fund	250,028	8,232,064	8,482,092
512 Water Capital Projects Fund	5,808,680	2,888,040	8,696,720
520 Wastewater Capital Fund	1,718,703	3,499,788	5,218,491
Total	94,185,307	$19,669,366	113,854,673

Additional Comments:

City of San Angelo
Carryovers
FY 2015-16

Division	PURPOSE	CARRYOVER
City Council	New software for City Council laptops	7,912
City Manager	City Hall photo project past City Managers and Mayors	6,400
City Clerk	To fund City charter election	35,000
Billing	Increases in billing, postage, contracts	13,731
Municipal Court	Building renovation, paint, carpet	53,336
Municipal Court	Roof repair at Municipal Court	46,401
Facilities Maint	For repairs and window glazing not funded under HVAC/roofing projects	7,944
Facilities Maint	City Hall xeriscaping, bollards, signage	27,890
Facilities Maint	City Hall xeriscaping, bollards, signage 2.0	22,110
Facilities Maint	Upgrade for controls of city hall chiller plant	5,567
Facilities Maint	FY2016 COSA to assume responsibility of maintenance for TDCJ workcamp lift station	3,076
Facilities Maint	Capital projects for FM, include AC's	791,732
Economic Dev	Development Services software - travel	7,000
Economic Dev	To purchase required books to update code	1,050
Economic Dev	Development Services software	19,000
Traffic Signal Control	Traffic accident repair expense reimbursed by risk management	30,000
Street & Bridge	Street repair funding	2,135,097
Parks	Funds moved from parks water acct to parks capital improvement acct	100,000
Parks	Upfit for trailer/mowers of new crew	2,515
Fire	Fire Training Center	269,138
Fire	To complete data software system install	95,562
Stormwater	Stormwater monitoring probe for TCEQ stormwater monitoring compliance	1,535
Stormwater	Christian Village drainage repair	153,784
Stormwater	Avenue P drainage remediation	360,000
Stormwater	Other capital projects	320,216
Wastewater	Wastewater Equipment	201,498
Risk Management	3rd party recovery,loss during fire(pianos)	69,221
Risk Management	Special project A/ Spur Garage Expense	34,406
Risk Management	Special project D/storm loss expense	662
Risk Management	For legal fees for workers comp appeal	70,028
Civic Events	Software maintenance	3,797
Civic Events	To supplement new lighting at the East and West Paseos	1,015

City of San Angelo
Carryovers
FY 2015-16

Division	PURPOSE	CARRYOVER
Civic Events	Lower ring of coliseum roof on hold possible renovation, co for projects	18,383
Civic Events	Supplement the CC marquee project	10,823
Civic Events	Remainder of sewer repairs from FY2014	36,302
Civic Events	For new spotlight at coliseum	3,738
Civic Events	New stage from FY2014	30,000
Civic Events	Upgrade HVAC, laptop, and ticketing computer system software	1,467
Vehicle Maintenance	Roll off container truck mounted	5,600
Parks	Needed upfit for pickup for parks	1,325
Police	Motorcycle replacement for Police	14,447
Fire	Finish purchasing ambulance equipment due to late arrival	30,766
Facilities Maint	Facilities improvements	55,474
Facilities Maint	Funds for City Hall final landscaping	9,589
Development Services	19th St sidewalk and ramp improvements	136,000
Development Services	Development Services software	35,000
Development Services	Transportation Enhancement	140,000
Street & Bridge	Street improvement funding	193,513
Stormwater	Avenue P drainage remediation	2,080,000
Recreation	Dog Park	12,000
Recreation	Pool project funds for mechanical repairs	3,847
Fairmount Cemetery	Funds for columbaria constr project	302,912
Auditorium	For auditorium renovation project	4,566,819
Fire	Fire Station rehabilitation	148,380
Fire	Fire Truck	515,407
Fire	Fire Mobile Data Terminals	33,123
Water	Water Supply Projects	1,143,576
Water	Water Distribution System Master Plan Update	150,000
Water	Pay for Legal services for water rights	96,063
Water	Water AMR Replacement	54,407
Water	Water High Service Pump Station	50,408
Water	Water Line Supply Projects	32,652
Water	Water Line Supply Projects	72,998
Water	Water Ecosystem Restoration	87,936
Water	Wastewater Reuse Piloting	1,200,000
Wastewater	Wastewater Master Plan	6,964
Wastewater	Wastewater Improvements	2,863,751
Wastewater	Wastewater Plant Improvements	160,842
Wastewater	Wastewater Lift Station Repairs	328,539
Wastewater	Wastewater Plant Improvements	139,692

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Becky Dunn, Executive Office Coordinator

Date: November 17, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Due to election results, the mayor and councilmembers' pay will increase effective November 16, 2015. A budget amendment is necessary to fund this action for the remainder of this fiscal year.

Source of Funding:

General Fund – Fund Balance

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

Approved by voters in the election held November 3, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
101-0100-411.01-10 City Council Full Time Salaries	$3,600	$19,425	$23,025
101-0100-411.02-20 FICA	$89	$1,486	$1,575
Total	$3,689	$20,911	$24,600

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Sandra J. Villarreal, Health Services Director

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Purchase biological grade suits, booties and gloves for the Fire Department and other public health response partners to stockpile. Suits would be available in the event of a biological event such as Ebola that would allow EMS to respond to suspected or known cases exposed to a biological agent such as Ebola or similar agent. In addition, DSHS suggested attendance at a Public Health Preparedness Summit in Spring 2016 for PHEP staff and this grant will cover 90% of the costs with the remaining 10% covered by Health Administration as the 10% Match requirement.

Source of Funding:

Department of State Health Services (DSHS) Public Health Preparedness Grant. A 10% Match is required and is budgeted in Health Administration.

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

City Council ratified the application and accepted the funds on November 12, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Federal Grant Revenue 103-7203-331.00-00	100,296	22,960	123,256
Program Expense 103-7203-441.06-50	0	22,960	22,960

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Sandra J. Villarreal, Health Services Director

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Purchase a 12 Lead ECG Defibrillator for the Fire Department in the amount of $32,000 and hire a part-time person at the Recreation Department to design and upkeep a website for Fit City Challenge and the Mayor's Wellness Partnership (Mayor's Council on Fitness and Wellness).

Source of Funding:

Department of State Health Services (DSHS) Texas Health Communities grant.

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

City Council ratified the application and accepted the funds on October 6, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
State Grant Revenue 103-7600-334.00-00	0	50,000	50,000
Program Expenses 103-7600	0	50,000	50,000

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Patrick Frerich, Assistant Director of Operations

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Funds for Pecan Creek Pavilion Improvements.

Source of Funding:

Rental Revenues

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

Yes, Council policy adopted 2011.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Miscellaneous Revenue 260-4108-380.10-00	0	7,000	7,000
Improvements 260-4108-800.07-30	0	7,000	7,000

Additional Comments:

Portion of Pecan Creek Pavilion rentals designated for facility improvements as directed by Council policy.

City of San Angelo

Memo

To: Tina Carriger, Finance Director

From: Morgan Chegwidden, Budget Manager

Date: November 23, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To amend the budget of hotel occupancy tax allocations for the increased Convention and Visitors Bureau contract.

Source of Funding:

Hotel Occupancy Tax budgeted revenue in excess of expenditures.

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

October 20, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Transfer Out to Convention and Visitors Bureau 410-6604-490.08-08	$795,000	$70,000	$865,000

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Ryan Kramer, Superintendent of Fleet Services

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Mower purchase for Fairmount Cemetery.

Source of Funding:

Budgeted General Fund vehicle and equipment contingency.

Funding previously approved? If so, by City Manager or City Council and when? No

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
General Fund Expense – Transfer Out to Cemetery 101-1994-901.08-01	77,070	13,950	91,020
General Fund Expense – Transfer Out to Equipment Replacement 101-1994-901.08-05	1,251,373	-13,950	1,237,423
Fairmount Cemetery Revenue Transfer In from General Fund 440-0000-391.20-00	77,070	13,950	91,020
Fairmount Cemetery Expense 440-6400-800.07-41	0	13,950	13,950
Equipment Replacement Revenue Transfer In from General fund 501-0000-391.20-00	1,251,373	-13,950	1,237,423
Equipment Replacement Expense 501-9900-800.07-50	105,911	-13,950	91,961

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Tina Carriger, Finance Director

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the additional allocations for the auditorium renovation and expansion project.

Source of Funding:

$1,250,000 Landfill Fund – Fund Balance;

$1,250,000 Civic Events Fund – Fund Balance (Hotel Occupancy Tax receipts in excess of budget).

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

Council approved September 1, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Auditorium Renovation and Expansion 502-6602-800.07-20	4,566,819	2,500,000	7,066,819

Additional Comments:

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Carl White, Parks and Recreation Director

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

The purpose of this budget amendment is to make available funds to ultimately allow the City to conduct a land exchange with Angelo State University (ASU). We possess property in the interior of ASU's campus, near Jackson Street, which was once an active water substation with water tank, mechanical building, concrete slabs and fencing. We no longer need this property and it is, or will soon become, a liability.

Staff desires to acquire property belonging to ASU immediately behind (to the south) of Fairmount Cemetery for possible future construction of a cemetery office and funeral service venue. ASU has expressed interest in conducting this land exchange. The budget amendment would provide funds to remove the old improvements at the inactive water substation, survey the property and appraise the property. Once this is done, we would like to proceed with conducting an exchange of this property with ASU's so that we may work towards funding and improving the new cemetery office/venue site.

Source of Funding:

Savings from completed capital projects.

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

Resolution approved by Council November 3, 2015.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Fairmount Cemetery-Angelo State University Land Swap Water Tower Demolition and associated costs 503-4100			
Demolition	0	$44,900	$44,900
Relocate Meter Reading System	0	$8,818	$8,818
Survey/Appraisal	0	$10,178	$10,178
Total Project	0	$63,896	$63,896

Additional Comments: None

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Walt Wilkinson, Budget Analyst Senior

Date: November 20, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To correct Development Corporation revenue budget for sales tax to match projections.

Source of Funding:

Type B sales tax receipts

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

No

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Development Corporation			
Economic Development Fund			
Sales Tax Revenue 313-000	2,520,000	168,000	2,688,000
Future Projects Expense 452-900	1,058,763	168,000	1,226,763
Ballot Fund			
Sales Tax Revenue 313-000	6,480,000	432,000	6,912,000
Future Projects Expense 452-900	1,698,397	432,000	2,130,397

Additional Comments: Under the 2010 ballot, 28% of sales tax receipts are allocated to the Economic Development Fund and the remaining 72% is allocated to the Ballot Fund.

City of San Angelo

Memo

To: Morgan Chegwidden, Budget Manager

From: Roland Pena, Economic Development Director

Date: November 23, 2015

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase of one full-time equivalent for an economic development specialist for the Development Corporation.

Source of Funding:

Budgeted type B sales tax.

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

No.

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Development Corporation Full-time Equivalent			
General Fund Revenue Transfer from Development Corp. 101-0700	400,382	71,500	471,882
General Fund Expense Salary and benefits 101-0700	369,881	71,500	441,381

Additional Comments:

City Council

December 1, 2015

Budget Amendment

	Revenue	Expense
Carryover of prior year's allocations	5,541,170	19,669,366
City Council pay increase	-	20,911
Biological grade suits	22,960	22,960
Defibrillator and part-time employee	50,000	50,000

Budget Amendment

	Revenue	Expense
Pecan Creek pavilion	7,000	7,000
Convention & Visitors Bureau	-	70,000
Fairmount Cemetery equipment	-	-
Auditorium renovation	-	2,500,000
Land exchange	-	63,896

Budget Amendment

	Revenue	Expense
Development Corporation sales tax	600,000	600,000
Development Corporation full-time position	71,500	71,500

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, Water Utilities,

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Appendix A, Article A8.000 by updating the Monthly Water and Sewer Rates (B.Riley)

Summary/History:

The proposed amendment will modify City Ordinance to incorporate a five (5) year water and water reclamation rate structure as developed by Raftelis Financial Consultants, Inc. (RFC). RFC has evaluated the current water and wastewater rate structures, and as a result have developed a financial plan and recommendations on maintaining financial stability for each utility service.

On August 17th RFC presented their findings to the Water Advisory Board and then on August 18th presented the findings to a joint meeting of the Advisory Board and City Council. At that meeting, the Council expressed a desire to find a way to accomplish the necessary rate increase with the least impact on customers as possible. The Consultant and staff have continued to work to find the best rate and rate structure alternative.

On October 27th the Water Advisory Board was presented with the revised rate structure and voted unanimously to recommend the rate structure to the City Council with an effective implementation date of January 1, 2016.

On November 3rd, City staff presented the revised rate structure to the City Council. The item passed unanimously, but Council directed staff to seek public involvement and input. City staff have participated in two (2) town-hall meetings, as well as, hosted a citywide public forum to seek the public's input on proposed rate increases. In addition to these meetings, two (2) articles were printed in the Standard Times and the City's social media account to inform citizens of the proposed water and water reclamation rate structure.

Financial Impact:

Other Information/Recommendation:

Staff recommends the ordinance amendment be adopted and become effective January 1, 2016.

Attachments:

1. Rate Ordinance Rate Ordinance-Water and Sewer Second Reading.docx

Presentation:

Approvals/Reviews:

Kendrick, Bryan	Created/Initiated
James, Theresa	Approved
Kendrick, Bryan	Final Approval

AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000 OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY REPEALING AND REPLACING SUBSECTION A8.002 IN ITS ENTIRETY, DELETING SUBSECTION A8.015 IN ITS ENTIRETY; AMENDING SUBSECTION A8.0016; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.002, Monthly Water Rates, is hereby amended by repealing and replacing Subsection A8.002 as follows:

"Sec. A8.002 Monthly water rates; Sanitary Sewer Discharge charges; Industrial waste charges; Sewer tap charges

(a) All persons supplied with water by the city shall be billed for water at the following monthly rates for water supplied on or after January 1, 2016:

(1) Rate schedule:

Inside City

Fixed Charge - Meter Size	2016	2017	2018	2019	2020
5/8"	$21.37	$23.88	$26.68	$28.62	$30.69
1"	25.86	28.90	32.29	34.63	37.15
1 1/2"	30.38	33.96	37.94	40.70	43.65
2"	40.07	44.78	50.04	53.67	57.56
3"	117.01	130.76	146.13	156.72	168.08
4"	146.09	163.26	182.44	195.67	209.85
6"	212.67	237.66	265.59	284.84	305.49
8"	288.28	322.15	360.01	386.11	414.10

Residential Volumetric

(single-family residence, duplex, or other individually metered residential unit. Residential usage shall be the combined usage of the building meter and any landscape meter(s) serving the tract.)

(1,000 Gallons)	2016	2017	2018	2019	2020
0-2	$2.74	$3.00	$3.30	$3.54	$3.80
3-5	3.99	4.38	4.81	5.16	5.54
6-15	4.66	5.12	5.62	6.03	6.47
16-39	4.99	5.48	6.02	6.45	6.92
> 39	9.13	10.03	11.02	11.82	12.68

Non-Residential Volumetric (1,000 Gallons)	2016	2017	2018	2019	2020
Commercial, Apartment, Mobile Home Park, Fire Hydrants, Industrial, Hotel/Motel, Hospital, School, and Government	$4.62	$5.27	$6.01	$6.45	$6.92

Landscape Volumetric (1,000 Gallons)	2016	2017	2018	2019	2020
Winter					
0-89	$4.46	$5.09	$5.81	$6.23	$6.68
> 89	$9.98	$11.39	$12.99	$13.93	$14.94
Summer					
0-89	$4.66	$5.32	$6.07	$6.51	$6.98
> 89	$10.43	$11.90	$13.58	$14.56	$15.62

Untreated Water Volumetric (1,000 Gallons)	2016	2017	2018	2019	2020
All Customers	$4.95	$5.65	$6.45	$6.92	$7.42

*Winter is the billing period of October through April.

**Summer is the billing period of May through September.

(2) Manufacturing companies which depend on water use for the construction, manufacturing, assembly or processing of products, such as creameries, medical sutures, wood and cotton processing, packing plants, commercial laundries and carwashes, shall pay the industrial water rate.

(3) Angelo State University, San Angelo Independent School District, Tom Green County, Goodfellow Air Force Base and the City of San Angelo shall pay the governmental/schools rate.

(4) Where the city pays all pumping and distribution costs of untreated water, an additional charge shall be added to the untreated water rate in an amount equal to the average cost per one thousand (1,000) gallons for pumping and distributing said water.

(5) The charge for fire sprinkler service shall be one dollar ($1.00) per inch diameter of the main fire service feed line. This charge shall be for each line service per month.

(6) The charge for water service to users outside the city limits shall be one and one-half (1-1/2) times the rate charged to users within the city limits.

(7) The water rate schedule shall also be adjusted as set out in article 11.05 of the Code of Ordinances, such article being entitled "Water Conservation and Drought Contingency Plan."

(b) Any person contributing wastewater to the city's sanitary wastewater system shall be billed for wastewater so contributed at the following monthly rates on or after January 1, 2016:

(1) Base fee.

Meter Size	2016	2017	2018	2019	2020
5/8"	$22.24	$24.96	$28.02	$28.86	$29.72
1"	25.74	28.89	32.43	33.40	34.41
1 1/2"	29.27	32.86	36.89	37.99	39.13
2"	36.81	41.32	46.38	47.77	49.20
3"	96.71	108.56	121.86	125.52	129.28
4"	119.36	133.98	150.39	154.90	159.55
6"	171.20	192.18	215.72	222.19	228.85
8"	230.09	258.28	289.91	298.61	307.57

(2) Usage fee.

(A) Single-family residence.

(i) A fixed monthly amount of usage shall be established for each user by averaging the user's billed water consumption for the previous months of December, January and February. The fixed monthly average shall be recalculated each year on March 1st. If a user does not have three months of water consumption history that can be used in the averaging, then the amount of data available will be utilized.

(ii)

Blocks (1,000 Gallons)	2016	2017	2018	2019	2020
4-15 (maximum)	$2.81	$3.15	$3.54	$3.64	$3.75

The monthly usage fee shall be as stated above per each 1,000 gallons of average water usage above 4,000 gallons up to a maximum of 15,000 gallons average usage. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of the Code of Ordinances.

(iii) A user may separately meter usage of water for outside irrigation. Such separately metered water shall not be utilized in calculating wastewater fees.

(B) Multifamily residence (duplex, apartment house, mobile home park, boarding house), San Angelo public schools, Angelo State University, and Goodfellow Air Force Base.

(i) A fixed monthly amount of usage shall be established for each user by averaging the user's billed water consumption for the previous months of December, January and February. The fixed monthly average shall be recalculated each year on March 1st. If a user does not have three months of water consumption history that can be used in the averaging, then the amount of data available will be utilized.

(ii)

Blocks (1,000 Gallons)	**2016**	**2017**	**2018**	**2019**	**2020**
4 and above	$2.81	$3.15	$3.54	$3.64	$3.75

The monthly usage fee shall be as stated above per each 1,000 gallons of average water usage above 4,000 gallons. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of the Code of Ordinances.

(iii) A user may separately meter usage of water for outside irrigation. Such separately metered water shall not be utilized in calculating wastewater fees.

(C) Commercial, industrial, hospitals, churches, hotels, motels, and governmental users (with the exception of those governmental users in subsection (B) above).

(i)

Blocks (1,000 Gallons)	**2016**	**2017**	**2018**	**2019**	**2020**
4 and above	$2.81	$3.15	$3.54	$3.64	$3.75

The monthly usage fee shall be as stated above per each 1,000 gallons of water usage above 4,000 gallons. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of the Code of Ordinances.

(ii) A user may separately meter usage of water that does not enter the sewer. Such separately metered water shall not be utilized in calculating wastewater fees.

(D) Swimming pools.

Swimming pools	**2016**	**2017**	**2018**	**2019**	**2020**
	$2.81	$3.15	$3.54	$3.64	$3.75

Any user with a swimming pool will be charged as stated above per month for each swimming pool which discharges backwash waters or drainage water into the city's sanitary wastewater system.

(E) Treated effluent disposal. For treated wastewater which meets water quality requirements as set forth in the city's reclaimed water permit and is delivered directly to the final effluent pumping station at the city's wastewater treatment plant by means other than the city's collection system, the following monthly rates shall be assessed:

Base fee	$75.00
Usage rate	$0.44 per 1,000 gallons delivered
Surcharge fee	For treated wastewater delivered to the city's plant that exceeds a biochemical oxygen demand (BOD) of 30 mg/l and/or a total suspended solids (TSS) of 250 mg/l, a surcharge shall be made and calculated according to the following formula. This charge shall be in addition to the base fee and usage rate.

Surcharge = [0.9347 (BOD - 30) + 0.48 (TSS - 250)] x 8.34 x Volume (million gallons)

If TSS is less than 250, use 250.

If BOD is less than 30, use 30.

(c) Industrial waste charge (surcharge). For wastewater which exceeds normal domestic sewage concentrations of 275 mg/l BOD, 250 mg/l total suspended solids, or 800 mg/l COD, a surcharge (additional charge) shall be made and calculated according to one of the following formulas. This charge shall be in addition to the basic rate as described in this section.

(1) Formula A: When the chemical oxygen demand (COD) in mg/l is greater than 2.9 times the biochemical oxygen demand (BOD) in mg/l, the surcharge shall be based on the following formula, Formula A:

Surcharge ($) = [($0.023 (COD - 800) + $0.048 (TSS - 250)] x V x 8.34

Note: If COD is less than 800, use 800.

(2) Formula B: When the chemical oxygen demand (COD) in mg/l is equal to or less than 2.9 times the biochemical oxygen demand (BOD) in mg/l, the surcharge shall be based on the following formula, Formula B:

Surcharge ($) = [($0.065 (BOD - 275) + $0.048 (TSS - 250)] x V x 8.34

Note: If BOD is less than 275, use 275.

Note: If TSS is less than 250, use 250 in both of above formulas.

V in above formulas = Volume of water in million gallons.

(d) Sewer tap connections.

(1) The public works director or his designated agent shall determine the appropriate size and location for all sewer tap connections. Failure to abide by such determination will result in disapproval of the tap connection and/or possible disconnection of service. Any person ordering a sewer tap connection at premises within the city shall be charged for such sewer tap connection in accordance with the following schedule:

4" - $25.00 where stubbed out by developer

4" - $150.00 plus cost of trench repair

6" - $25.00 where stubbed out by developer

6" - $275.00 plus cost of trench repair; without manhole

6" - $1,275.00 plus cost of trench repair; with manhole

Lake lots - $570.00 per service connection.

(2) Any person ordering a sewer tap connection at premises located outside the city limits shall be charged for such sewer tap connection one and one-half (1-1/2) times the above-stated schedule for each size tap.

2) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.015, Sanitary Sewer Discharge Charges and Tap Fees, is hereby deleted in its entirety.

3) THAT, Appendix A, Article A8.000 of the Code of Ordinances, City of San Angelo, Texas, Section A8.016, Designation of Sewer Charges to Special Fund, is hereby amended to read as follows:

"Sec. A8.016 Designation of sewer charges to special fund

The following portion of the monthly base fee billed under Section A8.002(b)(1) shall be designated to a special account for wastewater capital improvements (CIP account):

Water Meter Size	Portion of Base Rate to CIP Account
5/8"	$4.64
1"	$5.37
1-1/2"	$6.10

2"	$7.67
3"	$20.16
4"	$24.88
6"	$35.69
8"	$47.96”

4) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

That 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.

5) THAT, this Ordinance shall be effective on, from and after the 1st day of January 2016.

INTRODUCED on the _____ day of _____, 2015, and finally PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2015.

CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ryan Kramer, Fleet Services Superintendent, Fleet Services, (325) 657-4329

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Consider awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC under the purchasing co-op U.S. General Services Administration (GSA) Contract #GS-35F-4731G, in an amount of $66,730 in initial hardware costs and $131,602 annual subscription costs thereafter, in substantially attached form, and authorizing City Manager to execute the said contract - (Presentation by Fleet Services Superintendent Ryan Kramer)

Summary/History:

The Fleet Services Division requests Council award of bid VM-07-15 to AssetWorks LLC for the purchase of NetworkFleet Data Monitoring hardware for Fleet units including the authorization to execute a contract to provide monthly service for the devices. These devices will provide real-time data of vehicle and equipment health, meter readings, usage, locations, and productivity of the equipment. In addition, benefits include decreased liabilities, reduced fuel consumption, and increased productivity.

By purchasing these hardware devices from AssetWorks through the GSA contract, the City will have the ability to integrate the information produced by the NetworkFleet devices directly into Fleet Services fleet management software. This aspect will result in streamlined efforts within the Fleet Services Division, accurate and detailed reporting, and more thorough evaluations of individual vehicles or equipment and the Fleet as a whole.

Council recently approved the funding associated with this project by allocating a portion of General Fund dollars and Fleet Services Fund Balance to help fund this improvement in FY16. The hardware devices to be purchased are considered to be a “one-time” purchase. These devices will be transitioned from vehicle to vehicle as vehicles and equipment are purchased and sold. This means that the only time after initial purchase that the devices will have to be re-purchased is when a unit fails, vehicles or equipment are added to the fleet, or a device is lost or stolen.

Recurring expenses associated with this level of Fleet monitoring will be a subscription type fee related to the activation of the devices (similar to a cell phone). This subscription must be an annual contract, but is paid for monthly. Monthly fees are only charged once the device is activated by Fleet Services personnel.

Fleet Services expects to have all planned monitoring devices installed and activated by the end of FY16. As budgeted, approximately 583 devices are planned for purchase. This number is expected to fluctuate with changes in fleet size and need. Installation of the devices will be done by Fleet Services personnel to reduce project implementation expenses.

Financial Impact:

The City recommends awarding the purchase of data monitoring devices and subscription fees to AssetWorks LLC in an amount of $66,730 for the procurement of the hardware and $131,602 annually for any required subscription fees. The subscription fees will only be charged to the City as the devices are activated, resulting in a lower first year subscription expense. All scheduled purchases and subscription fees are budgeted in FY16.

Other Information/Recommendation:

Staff Recommends awarding VM-07-15 Fleet Data Monitoring Hardware and Service to AssetWorks LLC

Attachments:

1. AssetWorks Standard Agreement VM-07-15 Fleet Data Monitoring Hardware and Service Contract.pdf

Presentation:

Approvals/Reviews:

Kramer, Ryan	Created/Initiated
Frerich, Patrick	Approved
Kelton, Shane	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

HARDWARE PURCHASE, SOFTWARE LICENSE
AND SERVICE AGREEMENT

This Hardware Purchase, Software License, and Service Agreement ("Agreement") is made as of the October 1, 2015 ("Effective Date") by and between AssetWorks LLC, a Delaware limited liability corporation with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and the City of San Angelo with offices at 1727 Saint Ann Street San Angelo, TX. 76905 ("CUSTOMER"). The parties hereby mutually agree to the following terms and conditions:

1. Purpose. As set forth in this Agreement, AssetWorks will be providing CUSTOMER with hardware, software and services for a telematics solution for CUSTOMER to obtain data pursuant to Global Positioning Satellite (GPS) tracking, routing, dispatching, and engine diagnostics for use by CUSTOMER's Fleet Services.

2. Hardware. AssetWorks will sell and CUSTOMER will purchase the hardware set forth on Schedule 1 ("Hardware").
   a. Pricing for the Hardware is set forth in Schedule 1.
   b. Quantities set forth on Schedule 1 are estimates and actual purchases may vary by 25% of the stated quantity.
   c. AssetWorks will invoice for the Hardware when shipped. Invoices are due thirty (30) days after date of invoice.
   d. AssetWorks will pass through the warranty for the Hardware from the third party manufacturer of the Hardware, for the Hardware manufactured by Networkfleet, the hardware warranty is set forth in Schedule 2.

3. AssetWorks Software. AssetWorks will provide CUSTOMER the Telematics Module and Networkfleet Connector Module ("AssetWorks Software") for its proprietary software, Fleet Focus.
   a. AssetWorks grants CUSTOMER a limited license to use the AssetWorks Software as long as the subscription fees for the Networkfleetservice are paid by CUSTOMER. For clarity, the CUSTOMER's license for the AssetWorks Software will terminate upon termination of the Networkfleet Software subscription.
   b. Except as expressly provided in this provision, CUSTOMER's license will be subject to Software License Agreement under AssetWorks' s GSA contract number GS-35-4137G between CUSTOMER and AssetWorks.

-

4. Networkfleet Software. AssetWorks will provide CUSTOMER with a subscription to Networkfleet software ("Networkfleet Software") as set forth in Schedule 3.
   a. Networkfleet Software is subject to the terms and conditions set forth in Schedule 2.
   b. Fees will be invoiced monthly in advance. Invoice are due thirty (30) days after the date of invoice.

5. Term. The Term of the Agreement shall commence as of the Effective Date and shall continue for one year ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

6. **Termination and Early Termination Fee.**
   a. During the first year and thereafter, either party may terminate this Agreement for default by the other party upon thirty (30) days written notice of the default and intent to terminate, provided however, that the default is not cured within the thirty (30) day period.
   b. After the first year, either party may terminate this Agreement by providing at least ninety (90) days prior written notice to the other. Upon termination, all rights and

obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

c. If CUSTOMER terminates this Agreement other than under subsection 6a during the first year, CUSTOMER will pay the balance of fees due for the Networkfleet Software for that twelve month period as an early termination fee.

7. **PROPRIETARY RIGHTS.** AssetWorksand any of its third party licensors will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorksand any of its third party licensors will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the services. Subject to payment in full for the applicable Services, AssetWorks grants CUSTOMER a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

8. **Limitation of liability**

a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages**.**

b. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

Accepted by CUSTOMER:	Accepted by AssetWorks LLC:
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Schedule 1

Hardware and Hardware Pricing

NetworkFleet Device	Quantity	Each	Total	
Model 5500 Light or Heavy Duty	502	$ 110.23	$ 55,335.46	*Includes harness*
Model 5200 Light or Heavy Duty	81	$ 110.23	$ 8,928.63	*Includes harness*
Sensor harnesses	100	$ 13.00	$ 1,300.00	
Shipping and Handling	583		$ 1,166.00	
Subtotal			**$ 66,730.09**	

SCHEDULE 2
NETWORKFLEET STANDARD TERMS AND CONDITIONS

This Schedule is incorporated into and constitutes a material part of the Agreement between CUSTOMER and AssetWorks to which this Schedule is attached. When used in the Schedule, capitalized terms not defined elsewhere in this Schedule have the meanings set forth in Section 13 below.

1. NETWORKFLEET DEVICE AND SERVICES. During the Term and subject to the terms of the Agreement, AssetWorks will (i) sell CUSTOMER the Networkfleet Devices ordered by CUSTOMER, (ii) grant to CUSTOMER a nonexclusive, non-transferable license to use the firmware and software included in the Device solely for use as provided in the Agreement, and (iii) grant to CUSTOMER a non-exclusive, nontransferable license to access and use that portion of the Networkfleet Website designated by Networkfleet for use by CUSTOMER.

2. **LIMITATIONS.** Without limiting the generality of Section 1, CUSTOMER will not, directly or through others: (i) market, license, distribute, transfer or otherwise commercially exploit the Networkfleet Items; (ii) modify the Networkfleet Items or Networkfleet Website; (iii) disassemble, reverse engineer or decompile the Networkfleet Items or Networkfleet Website or prepare derivative works of the Networkfleet Items or Networkfleet Website or attempt to discover any portion of the source code or trade secrets related to the Networkfleet Items or Networkfleet Website; or (iv) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in the Networkfleet Items or Networkfleet Website.

3. DELIVERY AND ACCEPTANCE. AssetWorks will deliver to CUSTOMER the Devices that CUSTOMER order hereunder FCA carrier through a common carrier and the risk of loss for such Devices will pass to CUSTOMER upon delivery to the common carrier. CUSTOMER shall have ten (10) days after delivery to inspect the Devices for any damage during shipping. Any Device not rejected within that period will be deemed accepted by CUSTOMER.

4. INSTALLATION. If included in Schedule 3, Networkfleet, as AssetWorks's subcontractor, will install the purchased Device in the applicable Vehicle in one of the Device installation locations designated by Networkfleet. Upon acceptance of CUSTOMER's order for Device installation services, Networkfleet will use commercially reasonable efforts to coordinate with CUSTOMER to schedule and complete the installation of the Devices during normal working hours within thirty (30) days of the purchase date of the applicable Device. Additional fees may apply for any installation that involves more work than is standard. CUSTOMER acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet nor Buyer has no obligation to restore CUSTOMER's Vehicle after the removal of the Device.

5. LIMITED WARRANTY. AssetWorks will pass through to CUSTOMER Networkfleet's limited warranty. As detailed in that warranty, (a) Networkfleet warrants to CUSTOMER that Devices (other than an Asset Tracker device) which were purchased new from Networkfleet or from AssetWorks by CUSTOMER on or after April 1, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of CUSTOMER's ownership of such Device, provided however, Networkfleet will have no obligation with respect to such warranty at any time CUSTOMER has a past due balance for unpaid Fees. Networkfleet warrants to CUSTOMER that Devices which were purchased new from Networkfleet or AssetWorks by CUSTOMER between May 1, 2010 and March 31, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Device.
(b) Networkfleet warrants to CUSTOMER that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet or AssetWorks by CUSTOMER will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

(c) Networkfleet warrants to CUSTOMER that all accessories which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.
(d) Networkfleet warrants to CUSTOMER that installation services provided by Networkfleet or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. To the extent CUSTOMER purchases an extended installation warranty, Networkfleet warrants to CUSTOMER that any extended warranty installation services shall be free from defects in workmanship for the entire period of CUSTOMER's uninterrupted use of the Device pursuant to this Agreement subject to such installation service, provided however, Networkfleet will have no obligation with respect to such extended installation warranty at any time CUSTOMER has a past due balance for unpaid Fees.
(e) Warranty claims must be made by notifying AssetWorks in writing promptly after Customer learns of the facts supporting a warranty claim. Subject to the Exclusions below and the provisions of Networkfleet's then-current applicable warranty policy, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device.
(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors, failure to properly install the Devices as described in the Networkfleet installation guides; (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN THIS SECTION, NEITHER ASSETWORKS OR NETWORKFLEET MAKE ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ASSETWORKS AND NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER ASSETWORKS NOR NETWORKFLEET WARRANTS THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

6. PROPRIETARY RIGHTS. CUSTOMER may not acquire any right or interest in the Marks by virtue of the Agreement. CUSTOMER acknowledge and agree that the Networkfleet Items and the Networkfleet Website include Proprietary Rights and Marks of Networkfleet and its licensors, and that Networkfleet and its licensors retain title to and ownership of those Proprietary Rights and Marks. Without limiting the generality of the foregoing, CUSTOMER acknowledges that the Networkfleet Items and Networkfleet Website may include materials that are proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by Tele Atlas or its suppliers, that CUSTOMER's use of such material is subject to the terms of the Agreement and the applicable Tele Atlas license agreement and that any unauthorized copying or disclosure of such material may lead to criminal and civil liabilities. Title to and ownership of the Proprietary Rights or Marks in any and all improvements, modifications, fixes or enhancements made by or for us to the Networkfleet Items or the

NetworkfleetWebsite, regardless of whether such items or services are created or suggested by CUSTOMER, remains with Networkfleet and its licensors. CUSTOMER have no property right in any telephone number assigned to CUSTOMER by or through Networkfleet, and understand that any such number can be changed by Networkfleet or its provider from time to time. CUSTOMER will not copy, modify, reverse-engineer, dissemble, or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to CUSTOMER by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Services to any third party for such a purpose.

7. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. NETWORKFLEET'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO NETWORKFLEET UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. TIIE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING UNDER SECTION 7 (PROPRIETARY RIGHTS), SECTION 10 (INDEMNIFICATION), AND SECTION 11 (CONFIDENTIALITY).
(b) NETWORKFLEET IS NOT RESPONSIBLE FOR DELAYS IN DELIVERY, INSTALLATION OR PROVIDING THE SERVICES, NO MATTER WHO CAUSED THE DELAY. CUSTOMER ACKNOWLEDGES THAT THE DEVICE IS A WIRELESS DEVICE AND THAT THE DEVICES AND THE NETWORKFLEET SERVICE ARE DEPENDENT ON THE COVERAGE AREAS AND SERVICE OF WIRELESS NETWORKS OWNED AND OPERATED BY THIRD PARTIES. OPERATION AND THE FUNCTIONALITY OF THE DEVICES AND THE NETWORKFLEET SERVICE DEPEND ON SUCH COVERAGE AND WIRELESS SYSTEM AVAILABILITY AND CAPACITY AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, ACTS OF GOD, AND OTHER CONDITIONS BEYOND NETWORKFLEET'S REASONABLE CONTROL. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND SHALL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO CUSTOMER’S USE OF THE NETWORKFLEET SERVICE. WHILE NETWORKFLEET ENDEAVORS TO PROVIDE ACCURATE, UP-TO-DATE DATA, DATA NETWORKFLEET COLLECTS FROM THE DEVICES INSTALLED IN VEHICLES MAY, AT TIMES, CONTAIN ERRORS, DEFECTS, DEFICIENCIES OR TECHNICAL INACCURACIES, AND MAY BE CHANGED OR UPDATED BY NETWORKFLEET WITHOUT NOTICE.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE DEVICES AND THE SERVICES ARE PROVIDED BY SELLER AND NETWORKFLEET ON AN "AS-IS" BASIS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. NETWORKFLEET AND SELLER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AS TO THE DEVICES AND THE SERVICES, DATA (INCLUDING ITS ACCURACY AND AVAILABILITY) COLLECTED AS PART OF THE SERVICES. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTI IER CONTENT FROM THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER, OR THE NETWORKFLEET WEBSITE WILL ALWAYS BE TIMELY OR COMPLETE. SELLER AND NETWORKFLEET DO NOT REPRESENT OR WARRANT THAT THE NETWORKFLEET WEBSITE OR ANY SOFTWARE PROVIDED TO CUSTOMER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, CUSTOMER SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES ARISING FROM THE NETWORKFLEET WEBSITE OR ANY SUCH SOFTWARE.

9. INDEMNIFICATION. (a) CUSTOMER will defend, indemnify and hold harmless Networkfleet and its wireless servicer carriers, licensors and third party suppliers, and the officers, employees, and agents

of each against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities award or expense (including reasonable attorney's fees)resulting from (i) CUSTOMER'S breach of the Agreement; (ii) a claim that CUSTOMER or CUSTOMER's personnel violated applicable state or federal laws or regulations in CUSTOMER's possession or use of the Devices, the Networkfleet Service or the Networkfleet Website; or (iii) a claim for any property damage, personal injury or death arising in any way, directly or indirectly, CUSTOMER's use, failure to use, or inability to use the Devices, the Networkfleet Service or the Networkfleet Website except to the extent such claims was caused by Networkfleet's gross negligence or willful misconduct. CUSTOMER will allow Networkfleet to participate with its own counsel in the defense of the claim at Networkfleet's own expense; however nothing herein shall limit the right of CUSTOMER to control the defense. If CUSTOMERfail to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim.
(b) Networkfleet shall defend, indemnify and hold harmless CUSTOMER against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that Networkfleet Items infringe such third party's intellectual property rights; provided, however, that Networkfleet's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (i) the use of the Networkfleet Items other than as specifically authorized by Networkfleet, (ii) the combination or use of the Networkfleet Items with non-Networkfleet products or services, including, but not limited to, CUSTOMER's products and services, or (iii) any acts or omissions of CUSTOMER or any other third party; and provided further, that CUSTOMER give Networkfleet written notice of the third party claim within five *(5)* business days after receiving notice of the claim and permits Networkfleet to control, and cooperates with Networkfleet in, the defense of such claim and any related settlement negotiations. Networkfleet shall permit CUSTOMER to participate with its counsel in the defense of the claim at its own expense; however, nothing herein shall limit Networkfleet's right to control the defense.

10. CONFIDENTIALITY. Each party reserves any and all right, title and interest (including, without limitation, any Proprietary Rights) that it may have in or to any Confidential Information that it may disclose to the other party under the Agreement. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Recipient knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under the Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws, the Texas Public Information Act or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the Agreement for a period of three (3) years from the termination of the Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

11. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Networkfleet Items and the Networkfleet Website from time to time. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. In an effort to ensure a responsive and efficient platform and service for its customer base, Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Service and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Service unavailability.

12. DATA. CUSTOMER represents and warrants that CUSTOMER represent and warrant that CUSTOMER, has all rights and authority with respect to the data CUSTOMER acquires and transmits through the Networkfleet Items and Networkfleet Website *("Business Data")* necessary to grant the rights and approvals set forth in the Agreement and that CUSTOMER approves and grants to AssetWorks to approve and grant to us, the nonexclusive, nonterminable license and right to collect, access, and use Business Data from CUSTOMER's Devices, and to access, copy, and use the Business Data in the course of performing the Services and to analyze, measure, and optimize the performance of Devices and Services and new offerings for CUSTOMER and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties. Except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data that is CUSTOMER's Confidential Information to a third party in a form that permits identification of CUSTOMER. Please refer to Networkfleet's Privacy Policy for additional information on how it collects, uses and discloses personal information from CUSTOMER.

13. DEFINITIONS. When used in the Agreement and not defined elsewhere herein, the following terms shall have their respective meanings as set forth below:
"Acceptable Use Policy" means the terms and conditions governing use of the Networkfleet Service and access to the Networkfleet Website, as such may be amended from time to time by Networkfleet upon thirty (30) days' advance written notice to Reseller. The Acceptable Use Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.
"Device" means the Networkfleet wireless device designed for use with the Networkfleet Service and identified in Attachment B.
"Discloser" means a party that discloses any of its Confidential Information to the other party.
"Fees" mean the Device purchase prices, Device shipping fees, Device installation fees, the Networkfleet Service fees and the other fees payable by Buyer.
"Marks" means the names, trademarks, trade names, drawings, logos and symbols which Networkfleet uses to promote and identify the Devices and which Networkfleet authorizes Reseller to use under the Agreement.
"Networkfieet Items" means the Networkfleet Service and Devices.
"Networkfieet Service" means the services offered by Networkfleet to: (a) collect diagnostic and/or location information from a Vehicle using a Device which is installed in that Vehicle; (b) analyze, deliver and post the information to the Networkfleet Website; (c) notify the vehicle owner and a designated third party by e-mail of certain events or information; and (d) access and use of the Networkfleet Website, the DataConnect Service and/or any other service offered by Networkfleet.
"Networkfieet Website" means web pages within the Networkfleet website currently located at www.networkfleet.com designated by Networkfleet for use by CUSTOMER.
"Privacy Policy" means the privacy policy governing Networkfleet's and its personnel's use of the personally identifiable data obtained from its customers and the Networkfleet Website, as such may be amended from time to time by Networkfleet. The Privacy Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.
"Proprietary Rights" means any patent, copyright, trademark, service mark, trade dress, trade name, corporate name, proprietary logo, trade secret or other intellectual property right.
"Services" means the Networkfleet Service, Device installation services, the Support Services and the other services provided by Networkfleet to CUSTOMER as a subcontractor of AssetWorks.
"Support Services" means the technical support and other services provided by Networkfleet.
"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary equipment owned or under the control of CUSTOMER.

14. Technical Assistance. Networkfleet will provide CUSTOMER with reasonable amounts of consultation and technical assistance via telephone or email during normal working hours and assist in diagnosing the problem with the Devices or Networkfleet Service. Networkfleet will use commercially reasonable efforts to correct errors or malfunctions in those Devices or the Networkfleet Service to enable those Devices and those Networkfleet Service to perform the functions described in the applicable Networkfleet operating manuals as soon as practicable after notification of such error or mal function. If a Device CUSTOMER acquired from Networkfleet is diagnosed as non-functioning, Networkfleet will repair or replace non-functioning components. If, in Networkfleet's sole determination, a Device is

deemed unrepairable, then Networkfleet will send a replacement unit to CUSTOMER in accordance with Networkfleet's then-effective policy and procedures. All nonfunctioning Devices replaced by Networkfleet will become the property of Networkfleet.

15. A minimum twelve (12) month service term is required for each Device unit. The monthly service fee is set forth in the pricing.

Schedule 3

Pricing for NetworkfleetService

Monthly Service Fee

Device	**Units**	**Monthly Fee**	**Total Service Fee**
Model 5500 (Networkfleet Monitoring)	502	$18.95	$9,512.90
Model 5200 (Networkfleet Monitoring)	81	$17.95	$1,453.95
			$131,602.20
	One Year Total		$ 198,332.29

Pricing for Networkfleet Installation Services

Customer to self-install Networkfleet devices

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, Fire Marshal,

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending the San Angelo Code of Ordinances by amending Section 6.03.031 "Adoption And Amendments", deleting Section 6.03.063 " and adding Article 6.05 "Open Burning" as well as amending Chapter 10 "Traffic Control" Section 10.04.008 "Fire Lanes" - (Presentation by Fire Marshal Ross Coleman)

Summary/History:

This ordinance adopts the 2015 International Code Council version of the International Fire Code with certain amendments and exceptions. The last code adopted by the City of san Angelo was the 2009 version on November 16, 2010. This ordinance also removes references to fire lane signage and adds a section addressing open burning.

Financial Impact:

No financial impact should occur.

Other Information/Recommendation:

The code committees and Fire Marshal recommend adoption of these ordinances.

Attachments:

1. Ordinance 16-007 REVISED ORDINANCE FIRE CODE - enacting ordinance (2).docx
2. Exhibits 16-007 REVISED Adoption and amendments of fire code Attachment A.docx
3. Presentation Presentation 121515.pptx

Presentation:

Verbal by Ross Coleman

Approvals/Reviews:

Kendrick, Bryan Created/Initiated

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY AMENDING CHAPTER 6 "FIRE AND RESCUE", ARTICLE 6.03 "FIRE CODE", DIVISION 2 "CODE", SECTION 6.03.031"ADOPTION AND AMENDMENTS"; BY DELETING CHAPTER 6 "FIRE AND RESCUE", ARTICLE 6.03 "FIRE CODE", DIVISION 3 "FIRE LANES",SECTION 6.03.063"SIGN REQUIREMENTS"; BY AMENDING CHAPTER 6 "FIRE AND RESCUE" BY ADDING ARTICLE 6.05 "OPEN BURNING"; BY AMENDING CHAPTER 10 "TRAFFIC CONTROL", ARTICLE 10.04 "STOPPING, STANDING AND PARKING", DIVISION 1 "GENERALLY", SECTION 10.04.008 "FIRE LANES";PROVIDING FOR SEVERABILITY;PROVIDING FOR A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 6 "Fire and Rescue", Article 6.03 "Fire Code", Division 2 "Code", Section 6.03.031 "Adoption and Amendments" of the Code of Ordinances of the City of San Angelo, Texas is hereby amended as set out in Exhibit "A", attached hereto and made part of this ordinance for all purposes.

2) THAT, Chapter 6 "Fire and Rescue", Article 6.03 "Fire Code", Division 3 "Fire Lanes" ,Section 6.03.063 "Sign Requirements" of the Code of Ordinances of the City of San Angelo, Texas is hereby deleted.

3) THAT, Chapter 6 "Fire and Rescue", is hereby amended as set out in Exhibit "B", attached hereto and made part of this ordinance for all purposes.

4) THAT, Chapter 10 "Traffic Control", Article 10.04 "Stopping, Standing, and Parking", Division 1 "Generally", Section 10.04.008 "Fire Lanes" of the Code of Ordinances of the City of San Angelo, Texas is hereby amended as set out in Exhibit "C", attached hereto and made part of this ordinance for all purposes.

5) THAT, the following severability clause is adopted with this amendment:

SEVERABILITY:That 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.

6) THAT, the following penalty clause is adopted with this amendment:

PENALTY:Any person who violates any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

7) THAT, this Ordinance shall be effective on, from and after the date of adoption and publication as required by law.

INTRODUCED on the 15th day of December, 2015, and finally PASSED, APPROVED and ADOPTED on this the 5th day of January, 2016.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to form:

_____
Theresa James
City Attorney

Exhibit "A"

Amend Chapter 6, "Fire and Rescue", Article 6.03 "Fire Code", Division 2 "Code", Section 6.03.031 "Adoption and Amendments" as follows:

Sec. 6.03.031 Adoption and amendments

The following code, as published by the National Fire ~~Prevention~~Protection Association, is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:

International Fire Code, ~~2009~~2015 edition in its entirety, save and except sections 903.3.1.3, 907.2.9, 1024 and appendices A, B, C, E, F, G, H, J, K and ~~J~~L, and save and except:

Section 307.4~~,~~ entitled "Location," which shall instead read as follows:

> 307.4 Location. The location for open burning shall not be less than 350 feet (106,680 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 350 feet (106,680 mm) of any structure.
>
> EXCEPTIONS:
>
> 1. Fires in approved containers that are not less than 15 feet (4,572 mm) from a structure.
>
> 2. The minimum required distance from a structure shall be 25 feet (7,620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

Section 307.4.1 entitled "Bonfires," which shall instead read as follows:

> 307.4.1 Bonfires**.** A bonfire shall not be conducted within 350 feet (106,680 mm) of a structure or combustible material unless the bonfire is contained in a barbeque pit. Conditions which could cause a fire to spread within 25 feet (15,240 mm) of a structure shall be eliminated prior to ignition.

Section 503.~~1.2,~~3 entitled "~~Additional Access"~~Marking," which shall ~~instead read as follows~~be amended by adding the following:

> ~~503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road in accordance with City Code of Ordinances, section 6.03.031 - appendix D107 of the International Fire Code.~~
>
> Pavement markings for fire lanes shall be a six-inch red stripe with four inch white lettering stating "NO PARKING—FIRE LANE" to be marked at 15 foot intervals along the length of the striping.

Section 507.1 entitled “Required water supply,” which shall instead read as follows:

> 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided as soon as city water service is extended to within two hundred feet (200') of the property upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Section 507.5.1 entitled “Where required,” which shall instead read as follows:

> 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.
>
> EXCEPTIONS:
>
> 1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
>
> 2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with ~~section~~ §903.3.1.1 or ~~section~~ §903.3.1.2, the distance requirement shall be 600 feet (183 m).
>
> 3. For buildings or structures constructed in areas not developed with provision for city water service, installation of an approved fire hydrant system shall not be required until such time as city water service has been extended to within two hundred feet (200') of the property.

Section 903.2.8 entitled “Group R,” which shall instead read as follows:

> 903.2.8 Group R. An automatic sprinkler system installed in accordance with ~~[section]~~ 903.3 shall be provided throughout all buildings with a Group R fire area.
>
> EXCEPTIONS:
>
> 1. For buildings within the Downtown ~~Development District~~Fire Safety Zone which are Type R or ~~a~~Type R and B mixed occupancy ~~which includes Type R~~ above the first floor:
>
> a. ~~If~~if one to three stories in height:
> i. ~~There~~there must be a 30minute fire barrier for each floor, and
> ii. ~~There~~there must be a smoke detection system that is monitored.
>
> b. ~~If~~if more than three stories in height, the structure must be sprinklered pursuant to the International Fire Code.

Appendix D, Section D104.3, entitled “Remoteness,” which shall instead read as follows:

D104.3 Remoteness. Where two access roads are required, and where it is physically impossible to be one half the diagonal dimension apart, the secondary access road will be approved if at least one of the following conditions are met:

1. The two separate fire apparatus access roads must be separated as far as physically and practically possible;

2. The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses; or

3. The fire code official has authorized a reduced remoteness dimension based on topography, floodplains, intervening structures, properties, or other unusual or unique circumstance.

The two separate entrances are allowed to share a common path of travel on the complex site so long as blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. Each of the two separate fire apparatus roads shall meet the requirements of the ~~2009~~2015 IFC, section 503, Fire Apparatus Access Roads.

~~While dead-end streets are temporary, all phased development must accommodate for fire protection needs. All phased development must provide for the requirements for dead-end fire apparatus access roads to include cul-de-sac's, "Y's," minimum clearance around a fire hydrant, hammerheads, and acceptable alternatives to hammerheads as noted in table D103.4 and figure 103.1 of the International Fire Code when expanding beyond the dwelling units permitted herein.~~

Appendix D, Section D107.1, entitled "One- or two-family dwelling residential developments" which shall instead read as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 75 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of section D104.3, as modified herein.

EXCEPTIONS:

1. Where there are more than~~30~~ 75 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.

2. The number of dwelling units on a single fire apparatus access road shall ~~not~~be increased from 76 to 165 in the event fire apparatus access roads will connect with future development, as shown on an approved preliminary plat, an approved final plat, the City's Master Thoroughfare Plan, or as determined by the fire code official.

3. The number of dwelling units may be increased from 166 to 275 in the event an Unimproved Secondary Access as defined herein as a 20-foot wide temporary fire lane with no less than 4 inches of compacted limestone, caliche or approved engineered based materials which can be removed upon completion of the project or covered with the proper permanent materials, in addition to the single fire apparatus access road.

4. The number of dwelling units may exceed 275 in the event two separate and approved fire apparatus access roads are provided. An approved fire apparatus access road is one with an improved surface covered with proper permanent materials.

5. Upon application, the director of development services (director) may grant relief from the requirements of the ordinance from which this section derives for any development project initiated on or before the date of the adoption of the ordinance from which this section derives. The decision of the director of development services shall be final.

Appendix M, entitled “High-Rise Buildings-Retroactive Automatic Sprinkler Requirement,” which shall have the following language added at the beginning:

> The provisions of Appendix M for retroactive requirements shall only be required as buildings are occupied. The fire code official may work with the building owner or operator on a phased approach to meet this requirement.

Exhibit "B"

Amend Chapter 6, "Fire and Rescue" by adding Article 6.05 "Open Burning" as follows:

ARTICLE 6.05 OPEN BURNING

In addition to the section adopted by the City in the 2015 International Fire Code, Section 307 entitled "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," the following shall also apply:

Sec. 6.05.001 Open Burning

Open burning shall mean the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include grills used for cooking, road flare, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces such as outdoor conversation fire pits and outdoor fireplaces.

Sec. 6.05.002 Recreational Fires

Recreational fires shall mean an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

Sec. 6.05.003 Fuel Sources

The use of propane as a controlled method for outdoor cooking is recommended, but charcoal and wood burning cooking is permitted.

Sec. 6.05.004 Burning of Building Materials Prohibited

The burning of construction materials is strictly prohibited in the City of San Angelo as well as the State of Texas, and is in violation of the rules adopted by the Texas Commission on Environmental Quality (TCEQ), Subchapter B, Section 111.219(7), under general requirements. Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned. The only exception is for firefighter training.

Sec. 6.05.005 Ground Fires

Ground fires are prohibited and are considered open burning.

Exhibit "C"

Amend Chapter 10 "Traffic Control", Article 10.04 "Stopping, Standing and Parking", Division 1 "Generally", Section 10.04.008 "Fire Lanes" as follows:

Sec. 10.04.008 Fire Lanes

(a) Definitions.

Authorized emergency vehicle. Shall be defined as set out in section 10.01.001.

Fire lane. Any off-street area appurtenant to entrances or exits of a building or buildings deemed necessary by the fire marshal, or his appointed representative, to remain free and clear of parked and standing vehicles, for access to such buildings in case of fire or other emergency, and designated by the fire marshal, or his representative, as such, and may, in the discretion of the fire marshal, or his representative, include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near the entrances or exits of any building, or any fire plug.

Park or parking. When prohibited, means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

(b) Parking and standing in fire lane unlawful.

(1) No person shall park, stand, or allow, permit or cause to be parked or standing any attended or unattended motor vehicle, trailer, boat or similar obstruction within or upon an area designated as a fire lane~~ and marked with an appropriate sign~~. Provided, however, this shall not be construed to forbid the parking or standing of an authorized emergency vehicle within said fire lane.

(2) The records of the state highway department or the county license department showing the name of the person to whom the auto vehicle license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named person. Evidence of ownership of a vehicle parked in a fire lane shall give rise to a rebuttable presumption that said registered owner parked said vehicle in the fire lane.

City Council

December 15, 2015

Adoption of 2015 International Fire Code

- Committee formed to discuss significant changes
- Committee met September 2 and September 23 to discuss items
- Members of committee from the following companies: Automatic Fire Protection, S.A.I.S.D., Ener-Tel, SKG Engineering, Kinney-Franke Architects, Psi Power Systems Inc., CSG Electric, Shannon Hospital, S.A.F.D., COSA Engineering, COSA Fire Marshal's office, Logan Construction, COSA Permits & Inspections, Sierra Vista Construction Inc.

Adoption of 2015 International Fire Code

- Appendix M – High Rise Buildings – Retroactive Automatic Sprinkler Requirement
  - requires installation of automatic sprinkler systems only as buildings are occupied and as conditions require

Adoption of 2015 International Fire Code

- **Sec. 6.03.031 Adoption and amendments**
- The following code, as published by the National Fire ~~Prevention~~Protection Association, is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:
- International Fire Code, ~~2009~~2015 edition in its entirety, save and except sections 903.3.1.3, 907.2.9, 1024 and appendices A, B, C, E, F, G, H, J, K and L, and save and except:

Adoption of 2015 International Fire Code

- Section 503.~~1.2,~~3 entitled "Marking," which shall be amended by adding the following:
- Pavement markings for fire lanes shall be a six-inch red stripe with four inch white lettering stating "NO PARKING—FIRE LANE" to be marked at 15 foot intervals along the length of the striping.

Adoption of 2015 International Fire Code

- ~~**Sec. 6.03.063 Sign requirements**~~

- ~~Upon the designation of a fire lane pursuant to this article, the fire marshal or his representative shall give notice of such designation to the owner of such property, directing the owner to cause signs to be posted at the expense of the owner at both ends of the fire lane and in conspicuous places along the rest of the fire lane. Where determined appropriate by the fire marshal or his designee, curb markings and pavement markings may be used in addition to or in lieu of signs. The signs, pavement and curb markings shall state: "FIRE LANE - NO PARKING." They may also state: "TOW ZONE," or contain the international "No Parking - Tow Away" symbol. Such signs or markings shall be of standard size and color, of standard lettering and mounting, conforming to specifications established by the department of traffic control of the city.~~

Adoption of 2015 International Fire Code

- EXCEPTIONS:
- 1. Where there are more than ~~30~~ 75 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.

Adoption of 2015 International Fire Code

- 2. The number of dwelling units on a single fire apparatus access road shall ~~not~~ be increased from 76 to 165 in the event fire apparatus access roads will connect with future development, as shown on an approved preliminary plat, an approved final plat, the City's Master Thoroughfare Plan, or as determined by the fire code official.

- 3. The number of dwelling units may be increased from 166 to 275 in the event an Unimproved Secondary Access as defined herein as a 20-foot wide temporary fire lane with no less than 4 inches of compacted limestone, caliche or approved engineered based materials which can be removed upon completion of the project or covered with the proper permanent materials, in addition to the single fire apparatus access road.

Adoption of 2015 International Fire Code

- 4. The number of dwelling units may exceed 275 in the event two separate and approved fire apparatus access roads are provided. An approved fire apparatus access road is one with an improved surface covered with proper permanent materials.

Article 6.05 Open Burning

- In addition to the section adopted by the City in the 2015 International Fire Code, Section 307 entitled "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," the following shall also apply:
- **Sec. 6.05.001 Open Burning**
- Open burning shall mean the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include grills used for cooking, road flare, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces such as outdoor conversation fire pits and outdoor fireplaces.

Article 6.05 Open Burning

- **Sec. 6.05.002 Recreational Fires**
- Recreational fires shall mean an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

Article 6.05 Open Burning

- **Sec. 6.05.003 Fuel Sources**
- The use of propane as a controlled method for outdoor cooking is recommended, but charcoal and wood burning cooking is permitted.

Article 6.05 Open Burning

- **Sec. 6.05.004 Burning of Building Materials Prohibited**
- The burning of construction materials is strictly prohibited in the City of San Angelo as well as the State of Texas, and is in violation of the rules adopted by the Texas Commission on Environmental Quality (TCEQ), Subchapter B, Section 111.219(7), under general requirements. Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned. The only exception is for firefighter training.
- **Sec. 6.05.005 Ground Fires**
- Ground fires are prohibited and are considered open burning.

Sec. 10.04.008 Fire Lanes

- (b) Parking and standing in fire lane unlawful.
  - (1) No person shall park, stand, or allow, permit or cause to be parked or standing any attended or unattended motor vehicle, trailer, boat or similar obstruction within or upon an area designated as a fire lane ~~and marked with an appropriate sign.~~. Provided, however, this shall not be construed to forbid the parking or standing of an authorized emergency vehicle within said fire lane.

City Council

December 15, 2015

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Joanna Jackson, Inspector, Fire Marshal, 325-657-4358

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

An ordinance amending the Code of Ordinances of the City of San Angelo, Texas by deleting and replacing Chapter 4 Article 4.05 "Dangerous Buildings" in its entirety; providing for severability; providing for a penalty; and providing for an effective date - (Presentation by Fire Marshal Ross Coleman)

Summary/History:

This item amends the Dangerous Buildings ordinance to add definitions, clarify inspector duties, differentiate between buildings needing to be demolished versus those that need to be secured, declares dangerous buildings a nuisance and adds a penalty provision. The previous version of this ordinance was adopted on October 19, 2010.

Financial Impact:

N/A

Other Information/Recommendation:

The 2015 Fire Code Committee reviewed these changes and recommends adoption.

Attachments:

1.	Adopting Ordinance	16-008 REVISED ORDINANCE dangerous buildings - enacting ordinance (2).docx
2.	Exhibit	16-008_FM_DANGEROUS BUILDINGS_EXHIBIT A (2).docx
3.	Presentation	Presentation 121515 - DBO.pptx

Presentation:

verbal by Ross Coleman

Approvals/Reviews:

Jackson, Joanna	Created/Initiated
Coleman, Ross	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY DELETING AND REPLACING CHAPTER 4 ARTICLE 4.05 "DANGEROUS BUILDINGS" IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the City of San Angelo ordinance that regulates dangerous buildings requires updates; and

WHEREAS, the City Council has given due and diligent thought to these concerns and believes it is in the best interest of the City of San Angelo and its citizens to update this Article of the Code.

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

1) THAT, Chapter 4, Article 4.05 "Dangerous Buildings" of the Code of Ordinances of the City of San Angelo, Texas is hereby deleted and replaced as set out in Exhibit "A", attached hereto and made part of this ordinance for all purposes.

2) THAT, the following severability clause is adopted with this amendment:

SEVERABILITY: That 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.

3) THAT, this Ordinance shall be effective on, from and after the date of adoption and publication as required by law.

INTRODUCED on the 12th day of November, 2015, and finally PASSED, APPROVED and ADOPTED on this the 1st day of December , 2015.

CITY OF SAN ANGELO

BY: _____

Dwain Morrison, Mayor

ATTEST:

_____

Bryan Kendrick, City Clerk

Approved as to form:

_____

Theresa James
City Attorney

EXHIBIT "A"

Delete Chapter 4, Article 4.05 "Dangerous Buildings" in its entirety and replace with the following:

ARTICLE 4.05 DANGEROUS BUILDINGS

Sec. 4.05.001 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them, unless the context states otherwise:

Abatement. Repairing, removing or demolishing a structure or building so as to bring it into compliance with the minimum standards as set forth in this article.

Accessory structure. A building or structure incidental to the dwelling unit and located on the same property.

Board. The construction board of adjustments and appeals.

Building. Any structure built for the support, shelter and enclosure of persons, animals, goods or movable property of any kind. Any roof-covered structure shall be considered a building. Also see structure.

Dangerous building. Any building or structure that does not comply with the minimum standardsor is so dilapidated that it cannot support the dead or live weight.

Dead weight. The weight of the structure on the foundation without any items stored inside.

Dilapidated structure. A structure that has deteriorated to the degree that the cost to repair to minimum standards is equal to or greater than fifty percent (50%) of the value as determined by the Tom Green County Appraisal District for improvements on the property for the current tax year.

Inspector. The individual designated by the fire marshal to carry out the duties of this article.

Live weight. The weight of the structure on the foundation plus the weight of the items stored inside.

Minimum standards. The minimum standards for continued use and occupancy of a building or structure as set forth in section 4.05.004 herein.

Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a structure in:

(1) The real property, assumed name, or appraisal district records of the county;

(2) The tax and utility records of the city; or

(3) The records of the secretary of state.

Public nuisance.

(1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life or health, or that is offensive to the senses, or that is detrimental to the public health; or

(2) Any structure that creates a hazard to health, safety, comfort or welfare.

Structure. A combination of materials held or put together in a specific way to form a construction for use, occupancy or ornamentation, whether installed on, above, or below the surface of land or water. Structure includes buildings as defined herein.

Substandard structure. A structure that cannot meet the minimum living requirements as set forth in Section 4.05.004(2).

Sec. 4.05.002 General information

(a) Notices mailed. All notices required to be mailed under this article shall be mailed by certified mail, return receipt requested. When a notice is mailed in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

(b) Notices posted. All notices required to be posted shall be attached to the structure as close to the front door as practicable. If there is no front door, notice shall be attached to the structure in a noticeable place.

(c) Change of owner. If a building or structure has been designated as a dangerous building, it is the owner's responsibility to furnish a purchaser, transferee, grantee, mortgagee or lessee a true and correct copy of the notice of dangerous building and to provide the inspector written notification of the intent to enter into such transaction, including the name and address of the purchaser, transferee, grantee, mortgagee or lessee. A purchaser shall be bound by the notices and orders issued pursuant to this article. It is the purchaser's responsibility to provide a copy to the inspector of the document changing ownership which has been recorded in the official public records of the county.

Sec. 4.05.003 Abatement of dangerous buildings

(a) It shall be unlawful for any owner, occupant, or other person in control of a structure to allow that structure to be in a condition that does not conform to the minimum standards.

(b) Any structure that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be abated by vacation, relocation of occupants, repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the board in accordance with the procedures specified in this article.

Sec. 4.05.004 Conditions requiring abatement

(a) Regardless of its date of construction, a structure is considered not to meet the minimum standards of the city and shall not continue to be used or occupied if the following conditions ~~are present and constitute a danger to persons or property~~exist to the extent that the life, health, property, welfare, or safety of the public or its occupants are endangered or adversely affected:

(1) Unoccupied structures.

(A) Any structure or any part thereof constructed or maintained in violation of any provision of this code or any law of the county, state or federal government which makes the structure unsafe;

(B) Any structure, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 66% of the strength; fire resisting qualities or characteristics, or weather resisting qualities or characteristics;

(C) Any structure with roof, ceiling, floors, walls, sills, windows, foundation or any combination thereof rotted or decayed, and falling apart;

(D) Any structure with shingles or roofing material not in place, or is not free from leaks and sags;

(E) Any structure that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, old age, or the elements;

(F) Any structure that is in danger of falling and injuring persons or property;

(G) Any structure that is a fire menace because it is in a dilapidated condition, or that is likely to become a fire menace or be set on fire, or contains a fire load with the potential to cause a fire;

(H) Any structure because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause is determined to be a fire hazard;

(I) Any structure that has been damaged by fire, water, earthquake, wind, hail, rain, vandalism, or other cause to such an extent that the roof, windows or doors or portions of the structure that protect the interior from the weather no longer reasonably protect from the weather;

(J) Any portion of the structure has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location;

(K) Any structure so damaged, dilapidated or deteriorated so as to become an attractive nuisance to children.

(L) Any structure that is open and accessible so as to become a harbor for insects, rodents, vermin, uninvited persons or transients, or a place for potential illegal activity;

(M) Any portion or member or appurtenance is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

(N) Any structure that due to inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined to be ~~is~~ in an unsanitary condition and likely to create disease ~~because of the presence of insects, rodents or vermin~~;

~~(J) Any structure that is damp and in unsanitary condition and is likely to create disease and sickness;~~

(O) Any structure that has holes, cracks or other defects in it;

(P) Any structure that does not have railings for stairs, steps, balconies, and porches;

(Q) Any structure that is not weathertight and waterproof, including but not limited to, roofs, walls, windows, doors and flooring;

(R) Any structure that does not have a moisture resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room;

(S) ~~Any structure with floors that are missing, buckled, warped, worn, loose, or unlevel~~Any structure where the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic;

(T) Any structure with an electric system that is a hazard due to inadequate maintenance, dilapidation, fire hazard, disaster, damage or abandonment or not safely capable of carrying a load imposed by normal use of appliances and fixtures; ~~or~~

(U) ~~Any structure where the deterioration, decay or inadequacy of its floor joists, floors, subfloors, or foundation is likely to cause the structure to partially or completely collapse.~~The building or structure, or any portion thereof, is likely to partially or completely collapse because of:

(i) dilapidation, deterioration or decay;

(ii) faulty contruction;

(iii) removal, movement or instability of any portion of the ground necessary for the purpose of support;

(iv) deterioration, decay or inadequacy of its foundation;

(v) any other cause;

(V) Any structure in such condition as to constitute a public nuisance known to the common law or in equity jurisprudence;

(W) Any structure that has been abandoned for a period in excess of six (6) months;

(X) Any structure, or portion thereof, that is manifestly unsafe for the purpose for which it is being used; or

(Y) Any structure not constructed or maintained in conformity with the fire code adopted by the City of San Angelo when such nonconformity constitutes a hazard to the safety of persons or property.

(2) Occupied structures. In addition to the conditions for unoccupied structures:

(A) Any structure that does not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system or septic system;

(B) Any structure that does not have in operating condition a toilet connected to a water source and to a public sewer system or septic system;

(C) Any structure that does not have an operational connection to potable water;

(D) Any structure that does not have a kitchen sink, bathtub or shower, and lavatory, all of which shall be in operating condition and connected to both cold and hot water sources; or

(E) Any structure that is not connected to an electric service and in operation.

(b) Any structure that is not occupied by its owners, lessees or other invitees, has been left unsecured from unauthorized entry to the extent that it may be entered by vagrants, transients or other uninvited persons as a place of harborage, or may be entered and utilized by children as a play area, regardless of its structural condition.

(c) Any structure that is boarded up, fenced or secured if:

(1) The structure constitutes a danger to the public even though secured from entry; or

(2) The means used to secure the structure are inadequate to prevent unauthorized entry or use of the structure.

Sec. 4.05.005 Dangerous Buildings as Nuisance

All substandard, dangerous and/or dilapidated buildings or structures within the provisions of this article which shall constitute a hazard to the health, safety, or general welfare of its occupants, the citizens of the City of San Angelo, Texas, or to the public are declared to be public nuisances and shall be ordered to be repaired, vacated, or demolished as hereinafter provided.

Sec. 4.05.006 Inspection and notice of required abatement

(a) Inspection. The inspector shall inspect any structure that he has probable cause to believe does not meet the minimum standards. The inspector shall inspect any structure about which complaints have been filed to the effect that the structure is or may be a dangerous building or structure as defined in this article. If the structure is not open and accessible, the inspector may obtain permission from the owner or a person in control of the premises, or may apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05 unless an exception to the warrant requirement exists.

(b) Determination. The inspector shall use section 4.05.004 of this article to determine compliance or noncompliance.

(c) Notice.

(1) ~~After a determination that a structure requires abatement~~Once a structure has been inspected and it has been determined the structure is in violation of this article, an initial notice shall be provided to the owner as on file at the county appraisal district.

(2) The initial notice shall contain the following:

(A) The nature of the violation(s) of the minimum standards; and

(B) That the structure is dangerous and that the owner must vacate and/or repair, remove, or demolish the structure for the good of the public health, safety and welfare.

(3) The initial notice shall be in writing, by certified mail, return receipt requested.

(4) A notice shall be posted on the dangerous building as follows:

(A) For structures deemed dangerous or dilapidated:

THIS STRUCTURE IS DANGEROUS ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF SAN ANGELO CODE OF ORDINANCES, CHAPTER 4, ARTICLE 4.05 AND THE OWNER MUST REPAIR, REMOVE, OR DEMOLISH IT. CONTACT _____ AT

_____ FOR FURTHER INFORMATION. DATE _____ THIS NOTICE SHALL REMAIN ON THIS STRUCTURE UNTIL IT IS REPAIRED, REMOVED FROM THE CORPORATE LIMITS OF THE CITY OF SAN ANGELO ~~CITY LIMITS~~AND 5,000 FEET THEREOF, OR DEMOLISHED.

(B) For structures deemed substandard:

THIS STRUCTURE IS SUBSTANDARD ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF SANANGELO CODE OF ORDINANCES, CHAPTER 4, ARTICLE 4.05 AND THE OWNER MUST VACATE AND SECURE IT. CONTACT _____ AT _____ FOR FURTHER INFORMATION. DATE _____ THIS NOTICE SHALL REMAIN ON THIS STRUCTURE UNTIL IT IS REPAIRED, REMOVED FROM THE CORPORATE LIMITS OF THE CITY OF SAN ANGELO AND 5,000 FEET THEREOF, OR DEMOLISHED.

(d) Time limit. The owner or the owner's designated representative has fifteen (15) days from the date of the notice to contact the inspector regarding their intent to repair, remove or demolish the dangerous building.

Sec. 4.05.007 Hearing

A public hearing shall be held so that the board may determine whether the structure complies with the minimum standards set forth in this article.

(1) Notice of hearing.

(A) The inspector shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the structure and the underlying property.

(B) The inspector shall notify each owner, lienholder, or mortgagee by mail.

(C) The inspector shall notify any unknown interested parties by posting a copy of the notice on each structure.

(D) The inspector shall file a notice of hearing in the official public records of real property in the county.

(2) Contents of notice of hearing. The notice of hearing shall contain the following information:

(A) The owner, lienholder, mortgagee or unknown interested parties have the burden of proof and will be required to submit at the hearing proof of the scope of any work that may be required to make the structure comply with this article and the amount of time it will take to reasonably perform the work.

(B) The name and address of the owner of record.

(C) A legal description of the property.

(D) A general description of the structures not meeting the minimum standards.

(E) A description of the proceeding.

Sec. 4.05.008 Orders of the board

(a) The board may issue one of the following orders:

(1) Order to secure or vacate the structure and relocate the occupants: the structure is in such a condition as to make it dangerous to the health, safety, morals or generalwelfare of its occupants.

(2) Order to repair, remove or demolish: the structure can reasonably be repaired so it will no longer exist as a dangerous, dilapidated or substandard building.

(3) Order to remove or demolish: the structure is 30% or more damaged, decayed or deteriorated from its original value and in all cases where a structure cannot be repaired so it will no longer be in violation of this article.

(4) Order to release.

(b) If the structure is occupied and the board issues an order pursuant to subsection (a)(1), the structure shall be vacated and the occupants relocated.

(c) Orders of the board issued pursuant to subsections (a)(2) and (a)(3) shall allow sixty (60) days for the ordered action to be completed.

(d) If a residential structure is removed or demolished pursuant to this article, any and all accessory structures located on the same property shall be removed or demolished, regardless of structural condition.

(e) The inspector shall promptly mail a copy of any order issued pursuant to subsection (a) of this section to the owner of record, any lienholder or mortgagee along with a notice containing the following:

(1) An identification of the structure and the property on which it is located;

(2) A description of the violation(s) of the minimum standards;

(3) A statement that the municipality will secure, vacate, repair, remove or demolish the structure if the ordered action is not taken within sixty (60) days.

(f) Sixty (60) days after an order to repair, remove or demolish has been issued, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.

(g) Thirty (30) days after ~~Once~~ an order to remove or demolish has been issued by the board, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.

(h) Within ten (10) days following the date that an order is issued, the inspector shall:

(1) File a copy of the order in the office of the city clerk; and

(2) Publish in a newspaper of general circulation in the city a notice containing the following:

(A) The street address or legal description of the property;

(B) The date the hearing was held;

(C) A brief statement indicating the results of the order; and

(D) Instructions stating where a complete copy of the order may be obtained.

Sec. 4.05.009 Permits

(a) Any permits issued for work on a structure on which the board has issued an order shall expire on the deadline established by the order.

(b) Applicants for a permit to make repairs on a structure on which the board has issued an order shall meet with the appropriate inspecting official from the city's permits and inspections division and the inspector prior to the granting of a permit. The meeting will be to ensure the applicant understands (1) the scope of work required to be completed to comply with the minimum standards, (2) that such repairs shall be completed by the deadline established by the order, and (3) that if all repairs are not completed by the deadline established by the order, the structure will be demolished. A permit will not be issued unless the applicants comply with this meeting requirement.

(c) No permits will be issued after the deadline established by the order.

Sec. 4.05.010 Appeals

Any owner, lienholder or mortgagee of record of property jointly or severally aggrieved by an order of the board under this article may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the date a copy of the board's order is mailed to them in accordance with this article.

Sec. 4.05.011 Expense of abatement

(a) Abatement at city's expense. If an owner or other interested party does not secure, vacate, repair, remove, or demolish a structure within sixty (60) days, the inspector may take the ordered action at the city's expense.

(b) Calculation of costs.

(1) Costs include all expenses incurred as a result of the enforcement of the order.

(2) The general administrative expenses of inspecting structures, locating owners, conducting hearings, and issuing notices and orders, together with all associated administrative functions, require a reasonable minimum charge of $500.00 per property. The inspector shall maintain a log of all expenses incurred during this process. If this total is greater than $500.00, the cost shall be the greater amount.

(c) Lien. Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the structure stands or stood. The city manager, assistant city managers or ~~director of planning and development~~the Fire Chief may execute and file a statement with the county clerk of such expenses. The city will have a privileged lien on such lot, tract or parcel of land, second only to tax liens, for the expenses incurred, together with interest at the rate of ten percent (10%) per year on the amount due from the date the city paid or incurred such expenses. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 4.05.012 Seizure and sale of property to recover expenses

The city may foreclose a lien on property pursuant to Tex. Loc. Gov't. Code section 214.004:

(1) In a proceeding relating to the property brought under subchapter E, chapter 33, Tax Code; or

(2) In a judicial proceeding, if:

(A) A building or other structure on the property has been demolished;

(B) A lien for the cost of the demolition of the structure or other structure on the property has been created and that cost has not been paid more than 180 days after the date the lien was filed; and

(C) Ad valorem taxes are delinquent on all or part of the property.

Sec. 4.05.013 Penalty

Any person convicted of violating any provision of this article shall be guilty of a misdemeanor and shall be subject to a fine in accordance with the general penalty provision found in Section 1.01.009 of this code. Each day of such violation shall constitute a separate offense.

City Council

December 15, 2015

Article 4.05 Dangerous Buildings

Dangerous building. Any building or structure that does not comply with the minimum standards or is so dilapidated that it cannot support the dead or live weight.

Dead weight. The weight of the structure on the foundation without any items stored inside.

Article 4.05 Dangerous Buildings

Dilapidated structure. A structure that has deteriorated to the degree that the cost to repair to minimum standards is equal to or greater than fifty percent (50%) of the value as determined by the Tom Green County Appraisal District for improvements on the property for the current tax year.

Inspector. The individual designated by the fire marshal to carry out the duties of this article.

Live weight. The weight of the structure on the foundation plus the weight of the items stored inside.

Article 4.05 Dangerous Buildings

Substandard structure. A structure that cannot meet the minimum living requirements as set forth in Section 4.05.004(2).

Article 4.05 Dangerous Buildings

Sec. 4.05.004 Conditions requiring abatement

(a) Regardless of its date of construction, a structure is considered not to meet the minimum standards of the city and shall not continue to be used or occupied if the following conditions ~~are present and constitute a danger to persons or property~~ exist to the extent that the life, health, property, welfare, or safety of the public or its occupants are endangered or adversely affected:

Article 4.05 Dangerous Buildings

(1) Unoccupied structures.

(G) Any structure because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause is determined to be a fire hazard;

Article 4.05 Dangerous Buildings

(I) Any portion of the structure has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location;

Article 4.05 Dangerous Buildings

(J) Any structure so damaged, dilapidated or deteriorated so as to become an attractive nuisance to children.

(K) Any structure that is open and accessible so as to become a harbor for insects, rodents, vermin, uninvited persons or transients, or a place for potential illegal activity;

(L) Any portion or member or appurtenance is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

Article 4.05 Dangerous Buildings

(M) Any structure that due to inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined to be ~~is~~ in an unsanitary condition and likely to create disease ~~because of the presence of insects, rodents or vermin~~;

~~(J) Any structure that is damp and in unsanitary condition and is likely to create disease and sickness;~~

Article 4.05 Dangerous Buildings

(R) ~~Any structure with floors that are missing, buckled, warped, worn, loose or unlevel~~ Any structure where the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic;

(S) Any structure with an electric system that is a hazard due to inadequate maintenance, dilapidation, fire hazard, disaster, damage or abandonment or not safely capable of carrying a load imposed by normal use of appliances and fixtures; ~~or~~

Article 4.05 Dangerous Buildings

(T) ~~Any structure where the deterioration, decay or inadequacy of its floor joists, floors, subfloors, or foundation is likely to cause the structure to partially or completely collapse.~~ The building or structure, or any portion thereof, is likely to partially or completely collapse because of:

(i) dilapidation, deterioration or decay;

(ii) faulty construction;

(iii) removal, movement or instability of any portion of the ground necessary for the purpose of support;

(iv) deterioration, decay or inadequacy of its foundation;

(v) any other cause;

Article 4.05 Dangerous Buildings

(U) Any structure in such condition as to constitute a public nuisance known to the common law or in equity jurisprudence;

(V) Any structure that has been abandoned for a period in excess of six (6) months;

(W) Any structure, or portion thereof, that is manifestly unsafe for the purpose for which it is being used; or

(X) Any structure not constructed or maintained in conformity with the fire code adopted by the City of San Angelo when such nonconformity constitutes a hazard to the safety of persons or property.

Article 4.05 Dangerous Buildings

Sec. 4.05.005 Dangerous Buildings as Nuisance

All substandard, dangerous and/or dilapidated buildings or structures within the provisions of this article which shall constitute a hazard to the health, safety, or general welfare of its occupants, the citizens of the City of San Angelo, Texas, or to the public are declared to be public nuisances and shall be ordered to be repaired, vacated, or demolished as hereinafter provided.

Article 4.05 Dangerous Buildings

(c) Notice.

(1) ~~After a determination that a structure requires abatement~~ Once a structure has been inspected and it has been determined the structure is in violation of this article, an initial notice shall be provided to the owner as on file at the county appraisal district.

Article 4.05 Dangerous Buildings

(3) The initial notice shall be in writing, by certified mail, return receipt requested.

(4) A notice shall be posted on the dangerous building as follows:

Article 4.05 Dangerous Buildings

(A) For structures deemed dangerous or dilapidated:

THIS STRUCTURE IS DANGEROUS ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF SAN ANGELO CODE OF ORDINANCES, CHAPTER 4, ARTICLE 4.05 AND THE OWNER MUST REPAIR, REMOVE, OR DEMOLISH IT. CONTACT _____ AT _____ FOR FURTHER INFORMATION. DATE _____ THIS NOTICE SHALL REMAIN ON THIS STRUCTURE UNTIL IT IS REPAIRED, REMOVED FROM THE CORPORATE LIMITS OF THE CITY OF SAN ANGELO ~~CITY LIMITS~~ AND 5,000 FEET THEREOF, OR DEMOLISHED.

Article 4.05 Dangerous Buildings

(B) For structures deemed substandard:

THIS STRUCTURE IS SUBSTANDARD ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF SANANGELO CODE OF ORDINANCES, CHAPTER 4, ARTICLE 4.05 AND THE OWNER MUST VACATE AND SECURE IT. CONTACT _____ AT _____ FOR FURTHER INFORMATION. DATE _____ THIS NOTICE SHALL REMAIN ON THIS STRUCTURE UNTIL IT IS REPAIRED, REMOVED FROM THE CORPORATE LIMITS OF THE CITY OF SAN ANGELO AND 5,000 FEET THEREOF, OR DEMOLISHED.

Article 4.05 Dangerous Buildings

Sec. 4.05.008 Orders of the board

(a) The board may issue one of the following orders:

(1) Order to secure or vacate the structure and relocate the occupants: the structure shall be vacated, all combustible materials removed, and secured until such time as the structure is repaired to meet minimum standards.

(2) Order to repair, remove or demolish: the structure shall be repaired to meet minimum standards or removed from the corporate limits of the City of San Angelo and 5,000 feet thereof or demolished.

(3) Order to remove or demolish: the structure shall be removed from the corporate limits of the City of San Angelo and 5,000 feet thereof or demolished.

(4) Order to release.

Article 4.05 Dangerous Buildings

(g) Thirty (30) days after ~~Once~~ an order to remove or demolish has been issued by the board, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.

Article 4.05 Dangerous Buildings

(c) Lien. Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the structure stands or stood. The city manager, assistant city managers or the ~~director of planning and development~~ Fire Chief may execute and file a statement with the county clerk of such expenses. The city will have a privileged lien on such lot, tract or parcel of land, second only to tax liens, for the expenses incurred, together with interest at the rate of ten percent (10%) per year on the amount due from the date the city paid or incurred such expenses. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Article 4.05 Dangerous Buildings

Sec. 4.05.013 Penalty

Any person convicted of violating any provision of this article shall be guilty of a misdemeanor and shall be subject to a fine in accordance with the general penalty provision found in Section 1.01.009 of this code. Each day of such violation shall constitute a separate offense.

City Council

December 15, 2015

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, Planning and Development Services,

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First public hearing and consideration of introducing an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code - (Presentation by Building Official Al Torres)

Summary/History:

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

Financial Impact:

None

Other Information/Recommendation:

Attachments:

1.	2015 Building Code Adoption Ordinance (Revised)	2015 Building Code Adoption Ordinance (Revised).docx
2.	2015 Code Adoption Memo	INSP 2015 Code Adoption Memo.docx
3.	2012 Significant Changes	2012 International Building Code Summary of Changes.pdf
4.	2015 Significant Changes	2015 International Building Code Summary of Changes.pdf
5.	Presentation	2015 Code Adoption Presentation updated 120815.pptx

Presentation:

Approvals/Reviews:

Kendrick, Bryan Created/Initiated

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY AMENDING CHAPTER 4, ARTICLE 4.04, TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE AND; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo recognizes that minimum requirements must be established to safeguard the public, safety and general welfare of the community through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations; and,

WHEREAS, the City Council finds that the International Code Council and the NFPA have published multiple model codes that suggest guidelines and rules regarding protection of the health, safety and general welfare of the public for the built environment; and,

WHEREAS, the City Council has given due and diligent thought to these concerns and believes it is in the best interest of the City of San Angelo and its citizens to provide for adoption of Codes;

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

Section 1) THAT, Chapter 4, Article 4.04, Sec. 4.04.061 of the Code of Ordinances of the City of San Angelo, Texas is hereby amended to read as follows:

"Sec. 4.04.061 Adoption and amendments

The following code, as published by the International Code Council, Inc., is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:

International Building Code, 2015 edition, in its entirety, save and except chapters 13, 27, 28, 29, and 32, and appendices A, B, D, E, H, I, J, and section 101.4.4, and save and except:

Section 105.3.2, entitled "Existing building inspections," which shall be added and read as follows:

> 105.3.2 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. The building official shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued, except that eligible work done on building, electrical, gas, mechanical, or plumbing systems by persons participating in a permit voucher program authorized by the city council may be inspected on a random basis in accordance with the requirements of the authorized program. The building official shall make a record of every such examination and inspection and of all violations of the technical codes."

Section 1612.3, entitled "Establishment of flood hazard areas," which shall instead read as follows:

> "1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard

map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for San Angelo, Texas" dated June 19, 2012, as amended or revised, with the accompanying flood insurance rate map (FIRM) and flood boundary and floodway map (FBFM) and related supporting data, along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

Section 2) THAT, the following severability clause is adopted with this amendment:

SEVERABILITY: That the terms and provision 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) THAT, this Ordinance shall be effective on, from and after the date of adoption and publication as required by law.

INTRODUCED on the 15th day of December, 2015 and finally PASSED, APPROVED AND ADOPTED on this the 5th day of January, 2016.

THE CITY OF SAN ANGELO **ATTEST:**

_____ _____

Dwain Morrison, Mayor Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Alfonso Torres, Planning and Development Services, 657-4210, ext 1381

Meeting Date: November 12, 2015

Item type: Regular

Caption:

First public hearing and consideration of introducing an Ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code.

Summary/History:

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

Financial Impact:

No financial impacts to the City of San Angelo.

Other Information/Recommendation:

Staff recommends that the City of San Angelo adopt the 2015 International Building Code; by amending/adopting Chapter 4, Article 4.04, Section 4.04.061.

Attachments:

Amendments to Chapter 4, Article 4.04, Section 4.04.061

Related Vision Item:

N/A

Presentation:

Power Point

Approvals/Reviews:

Reviewed by Jon James, Director of Planning and Development Services

2012 International Building Code
Summary of Changes

Chapters 1 and 2 Administration

102.4 The hierarchy between the IBC and its referenced standards has been further described to clarify the extent of a referenced standard's application. CLARIFICATION

104.10.1 Mandatory conditions regarding the evaluation of modifications to flood-resistant construction provisions are now specifically identified and the building official has been given the authority to make such decisions. CLARIFICATION

105.2, #B2 The allowances for fences to be exempt from permit requirements based on height was revised in a manner that maintains the spirit of the provision while at the same time allowing for minor variances that may exceed the previously-established fence height limit of 6 feet. RELAXATION

202 Definitions: For consistency and usability purposes, all definitions of terms specifically defined in the IBC have now been moved to a single location in Chapter 2. DEFINITION

Chapters 3 through 6 – Building Planning

303.1.3 The allowance for a Group E classification of accessory assembly spaces in school buildings has been clarified so as to not confuse the provision with the mixed-occupancies requirements dealing with accessory occupancies as regulated by Section 508.2. CLARIFICATION

303.3 The classification of a casino gaming floor is now specifically identified as a Group A-2 occupancy. DEFINITION

303.3, 306.2 The appropriate occupancy classification of a commercial kitchen has been clarified based upon the kitchen's relationship, or lack of a relationship, to dining facilities. CLARIFICATION

Table 307.1 (1), Section 307.4: In the determination of occupancy classification for a facility where combustible dusts are anticipated, a technical report and opinion must now be provided to the building official that provides all necessary information for a qualified decision as to the potential combustible dusts hazard. ADDITION

308.2, 202: A number of new definitions related to care facilities have been added and some existing definitions have been revised to provide clarity and consistency in application. DEFINITION

308.4: A Group I-2 occupancy classification is now only applicable to those medical facilities where six or more individuals incapable of self-preservation are receiving care. RELAXATION

310.6: The allowance for constructing Group R-4 supervised residential facilities under the International Residential Code has been eliminated. ADDITION

402: A variety of changes have now been made to clarify the open mall building provisions that were originally developed for covered mall conditions. CLARIFICATION

403.6.1: The minimum number of fire service access elevators required in applicable high-rise buildings has been increased from one to two where multiple elevators are provided in the building. ADDITION

406.4: Those parking structures that fall outside of the scope of Section 406.3 regulating private parking garages are now identified as public parking garages. CLARIFICATION

406.5.2.1: A clear horizontal space, whose minimum distance is based on the depth of the open parking garage's exterior wall openings, must now be provided adjacent to any such openings located below grade. ADDITION

406.5.5: In the determination of permitted area and height increases for open parking garages, the method for determining the amount of openings required to receive such increases has been modified to allow for consistent application. CLARIFICATION

410.6.3, 202: Outdated terminology, such as fly galleries, gridirons, and pinrails, has been replaced by the general and comprehensive term "technical production area," and the special means of egress provisions for such areas have all been relocated to Section 410. DEFINITION

412.4.6.2: Spaces ancillary to the aircraft servicing and storage areas of an aircraft hangar need no longer be included in the fire area size when determining fire suppression requirements. RELAXATION

414.5: The scoping provisions regarding the inside storage, dispensing, and use of hazardous materials have been revised to provide consistency with those of the International Fire Code. REFERENCE

419, 202: The means of egress and plumbing facilities requirements for the nonresidential portion of a live/work unit are now regulated based upon the specific function of the nonresidential space rather than those of a Group R-2 occupancy. CLARIFICATION

422: In a multi-tenant or mixed occupancy building where there are uses present other than an ambulatory care facility, a fire partition is now required between the care facility and those nonrelated spaces where the ambulatory care facility is intended to have at least four care recipients incapable of self-preservation at any one time. ADDITION

424: The regulations for children's play structures, previously limited in application only to covered mall buildings, are now applicable where such structures are located within any building regulated by the IBC, regardless of occupancy classification. ADDITION

501.2: The fire code official can now require that address numbers be posted in multiple locations if necessary to facilitate emergency response. ADDITION

505.2.2: The specific provisions for mezzanine means of egress have been deleted and replaced with a general reference to Chapter 10. RELAXATION

506.2: The method of calculating the appropriate allowable area increase for buildings fronting on public ways and/or open space has been clarified. CLARIFICATION

507.1: The allowance for occupancy groups not specifically scoped under the unlimited area building provisions of Section 507 to be located in such buildings under the accessory occupancies provisions of Section 508.2 is now contained within the code text. CLARIFICATION

507.1: In the determination of the required open space width for unlimited area building compliance, information has been added to clarify the measurement method to allow for consistent application. CLARIFICATION

507.8: The limitations placed on Group H occupancies permitted in unlimited area buildings have been clarified and reformatted to aid in their consistent application. CLARIFICATION

509: The concept of incidental uses has been clarified by eliminating the previous relationship with the mixed-occupancy provisions. CLARIFICATION

509: An automatic sprinkler system is now the only fire-extinguishing system specifically permitted as a means of providing any fire protection required for incidental use rooms and areas. CLARIFICATION

Table 509: The list of incidental uses now includes waste and linen collection rooms in Group B ambulatory care facilities and such rooms must be separated from the remainder of the building by minimum 1 hour fire-resistance-rated fire barriers and/or horizontal assemblies. ADDITION

Table 602, Note h: Nonbearing exterior walls that are permitted to have unlimited unprotected opening based on Table 705.8 are no longer required to have a fire-resistance rating due to fire separation distance. RELAXATION

<u>Chapters 7 through 9 – Fire Protection</u>

701.2: Where a single fire assembly serves multiple purposes, such as a wall being utilized as both a fire barrier and a fire partition, it has been clarified that all of the applicable requirements for both types of fire separation walls must be met. CLARIFICATION

703.4: Specific language has been added to clarify that a fire suppression system is not permitted to be included as part of a tested building element, component, or assembly in order to establish the fire-resistance rating. CLARIFICATION

703.7: The size and location of identifying markings required on vertical fire assemblies in accessible above-ceiling spaces have been modified to increase the potential for such markings to be seen. ADDITION

704.11: In buildings required to be fire-resistance-rated, the permitted span of a lintel, shelf angle, or plate whose bottom flange has no fire protection has been increased slightly to accommodate an opening containing a pair of 3-foot doors. RELAXATION

705.2: The permitted extent of projections beyond exterior walls is now regulated in a straightforward manner that establishes a minimum clear distance that is required between the leading edge of the projection and the line used to establish the fire separation distance. CLARIFICATION

705.2.3: The threshold at which combustible projections must be protected for fire exposure has been modified to include projections with greater fire separation distances than previously regulated. ADDITION

705.3: Projections extending beyond opposing exterior walls of two buildings on the same lot must now comply with the projection provisions of Section 705.2 based upon the location of the projections in relation to the assumed imaginary line placed between the buildings. ADDITION

706.2: In order to satisfy the intended objective of structural stability, the use of a double fire wall complying with NFPA 221 is now permitted as an alternative to a single fire wall. RELAXATION

706.6, 706.6.2: In the application of the minimum parapet height requirement for fire walls, provisions have been added to address conditions where a sloped roof occurs on one or both sides of the fire wall parapet. CLARIFICATION

707.8, 707.9: The void at the intersection between a fire barrier and a nonfire-resistance rated roof assembly now need only be protected with an approved material rather than a fire-resistant joint system. RELAXATION

709.4: Smoke barrier walls used for elevator lobbies and areas of refuge are no longer required to extend from outside wall to outside wall. RELAXATION

712: A significant reformatting in Chapter 7 now places the emphasis on the presence of vertical openings rather than on shaft enclosures, recognizing that the use of shaft enclosures is just one of many acceptable protective measures that can be utilized to address the hazards related to vertical openings. RELAXATION

713.13: The specific IBC requirements addressing refuse and laundry chutes are no longer applicable in Group I-2 occupancies, because chutes in such institutional occupancies are now regulated by Chapter 5 of NFPA 82, *Standard on Incinerators and Waste and Linen Handling Systems and Equipment*. REFERENCE

713.13.4: The level of fire protection required for a refuse or laundry chute termination room has been modified to provide consistency with those requirements mandated for the shaft that encloses the chutes. CLARIFICATION

713.14.1: Elevator hoistways in a high-rise building that serve more than three stories but do not serve any stories located more than 75 feet above the lowest level of fire department access no longer require elevator lobby protection. RELAXATION

714.4.1.1.2: An approved through-penetration firestop system used to protect floor penetrations of horizontal assemblies due to the presence of floor, tub, and shower drains is no longer required to have a T rating. RELAXATION

714.4.1.2: The ceiling membrane of a 1-hour or 2-hour fire-resistance-rated floor/ceiling or roof/ceiling assembly is now permitted to be interrupted by a double wood top oplate of a fire-resistance-rated wall. RELAXATION

714.5, 715.6, 202: An “L” rating identifying the air leakage rate-newly defined in Chapter 2 – is now mandated for penetration firestop systems and fire-resistant joint systems that are utilized in smoke barrier construction. ADDITION

715.4: The use of ASTM E 119 test criteria is now recognized as an acceptable evaluation method for addressing voids at the intersection of fire-resistance-rated floor assemblies and exterior curtain wall assemblies, but only for those curtain wall assemblies where the vision glass extends down to the finished floor level. RELAXATION

716.3, 202: Table 716.3 has been added to define and relate the various test standards for fire-rated glazing, now defined in Chapter 2, to the designations used to mark such glazing. DEFINITION

Table 716.5: The information previously available in Table 715.4 addressing the minimum required fire-protection ratings of fire door and fire shutter assemblies has been extensively expanded to also include the maximum size and marking requirements for door vision panels and the minimum assembly rating and glazing marking requirements for sidelights and transoms. CLARIFICATION

716.5.5.1: The allowance for glazing in fire door assemblies in interior stairways and ramps and exit passageways has been revised in regard to the maximum permitted size of the glazing and the limitations where the building is fully sprinklered. RELAXATION

Table 716.6: In addition to fire window assembly fire protection ratings, Table 716.6 now identifies the markings required on the fire-rated glazing for acceptance in specified applications. CLARIFICATION

716.6.4: The allowance for the use of wired glass without compliance with the appropriate test standards has been deleted. ADDITION

717.5.4: The omission of fire dampers in fire partitions is now permitted under the same criteria that have been previously established for fire barriers. RELAXATION

718.2.6: In combustible construction, the installation of fireblocking within concealed spaces of exterior wall coverings is no longer required where the wall covering is tested and installed in conformance with NFPA 285. RELAXATION

803.12: Polypropylene plastics used as interior finishes must now be tested using the room corner burn test versus the typical Steiner tunnel test, because the room corner test gives a more accurate evaluation of the flame spread hazards for this type of plastic. ADDITION

804.4: Where fibrous floor finishes are used, it has been clarified that rooms or spaces that are not separated from the corridor by full-height walls must meet the same requirements as the corridor regarding floor finish material. CLARIFICATION

901.8: Where provided, rooms housing fire protection systems must be adequately sized to facilitate maintenance. ADDITION

903.2.2: Automatic sprinkler requirements for Group B ambulatory care facilities are now regulated on a floor-by-floor basis. RELAXATION

903.2.4, 903.2.7, 903.2.9: Automatic sprinkler systems are now required in occupancies where upholstered furniture or mattresses are manufactured, stored, or displayed. ADDITION

903.2.11.1.3: Basements provided with walls, partitions, or fixtures that can obstruct water from hose streams now require automatic sprinkler protection. ADDITION

903.2.11.2: Automatic sprinkler protection requirements for rubbish and linen chutes have been clarified for consistency of application. CLARIFICATION

903.3.5.2: Secondary water supplies must now be designed to operate automatically. ADDITION

904.3.2: When two or more alternative automatic fire extinguishing systems are required to protect a hazard, all of the systems must now be designed to simultaneously operate. CLARIFICATION

905.4: Requirements for roof hose connections on Class I standpipes have been clarified. CLARIFICATION

906.1: Portable fire extinguishers are no longer required in many public and common areas of Group R-2 occupancies provided a complying extinguisher is provided within each individual dwelling unit. RELAXATION

907.2.1: Requirements for a fire alarm system in a building housing two or more Group A occupancies are now based on whether or not the occupancies are in separate fire areas. RELAXATION

907.2.1.2: Mass notification fire alarm signals in large stadiums, arenas, and grandstands now require captioned messages. ADDITION

907.2.3: An emergency voice/alarm communications system is now required in Group E occupancies with an occupant load of 30 or more. ADDITION

907.2.9.3: A smoke detection system, tied into the occupant notification system, is now required in certain public and common spaces of Group R-2 college and university buildings, and the required smoke alarms within individual dwelling and sleeping units must be interconnected with the building's fire alarm and detection system. ADDITION

907.2.11.3: The smoke alarm interconnection requirements are now applicable to Group I-1 occupancies and include allowances for use of wireless alarms. ADDITION

908.7: In new and existing buildings, carbon monoxide (CO) alarms are now required in Group R and I occupancies with fuel-burning appliances or attached garages. ADDITION

<u>Chapter 10 – Means of Egress</u>

1001.4: A reference is now provided to the IFC provisions addressing emergency planning, procedures, and training programs in order to have consistent requirements for the development of evacuation plans. REFERENCE

1004.1.2, Table 1004.1.2: An occupant load factor for museums and exhibit galleries has been established at 30 square feet per occupant. DEFINITION

1005: Reduced exit width factors have been established for sprinklered buildings provided with an emergency voice/alarm communication system, and the exit width/capacity requirements are now presented in a more logical and organized layout. RELAXATION

1007: Exterior areas for assisted rescue can now be provided on stories above the level of exit discharge. In addition, open interior exit access stairways are now recognized as accessible means of egress components. RELAXATION

1008.1.2: The occupant load used to determine the door swing requirement is not to be based on an assigned or distributed occupant load, but on the entire occupant load of the space served by the door. CLARIFICATION

1008.1.9.9: Electromagnetically locked egress doors may now be used at locations that require panic hardware provided the operation of the hardware releases the magnetic lock by interrupting the power to the electromagnet. RELAXATION

1009, 1010, 202: Revisions have been made throughout the code to coordinate the provisions for unenclosed interior stairways and ramps that can be used as a portion of the means of egress. CLARIFICATION

1009.1: Section 1009.1 has been clarified to apply to any stairway serving occupied portions of a building, including “convenience” stairways that are not a portion of a required means of egress or required means of egress stairways. CLARIFICATION

1011.2: Where general-use exit signs are required in Group R-1 occupancies, low-level exit signs must also be provided in the means of egress serving the guest rooms. ADDITION

1012.2: Transition pieces of a continuous handrail are now permitted to exceed the maximum permitted handrail height. RELAXATION

1012.3.1, 1012.8: A minimum cross-section dimension has now been established for the graspability of noncircular Type I handrails. CLARIFICATION

1013.1, 1013.8: The guard requirements for operable windows having a sill height more than 72 inches above the finished grade have been relocated from Chapter 14 to the general guard provisions of Chapter 10 and the minimum window sill height at which a guard is not required has been increased from 24 inches to 36 inches. ADDITION

1013.3: The minimum required height for guards in Group R-3 occupancies and within individual Group R-2 dwelling units has been decreased from 42 inches to 36 inches. RELAXATION

1021.2: Exits are now permitted to be arranged where they serve a portion of a story instead of requiring that all of the required exits from the story be accessible to all of the occupants. RELAXATION

1021.2.1: A ratio equation is now to be used to determine if a single exit is allowed to serve the combined occupant load from different occupancies. RELAXATION

1021.2.3, Table 1021.2 (1): A new section clarifies when a single exit is permitted within or from an individual dwelling unit. Changes to Section 1021.2 and the tables will also provide a second option for compliance. CLARIFICATION

1022.5: Penetrations of the outside membrane of a fire barrier utiliezed to enclose an interior exit stair or ramp are now permitted provided the penetration is properly protected. RELAXATION

1028.1.1.1: Spaces beneath grandstands and bleachers are now required to be adequately separated to protect the assembly seating area from any potential hazards. ADDITION

Chapter 11 – Accessibility

1104.3.1: Where an employee work area is less than 1000 square feet in floor area, the common use circulation path need not meet the accessible route requirements. RELAXATION

1107.6.1: A reduced number or percentage of the facilities in Accessible units are now required to be accessible. RELAXATION

1108.2.7.3: The captioning of audible public announcements is now only required for assembly spaces having a public address system and 15,000 or more seats. RELAXATION

1109.2, 1109.5: Toilet facilities and drinking fountains that are "primarily for children's use" may now be installed at a lower height than generally permitted for accessible elements and considered as the required accessible elements. RELAXATION

1109.6: Saunas and steam rooms are now specifically identified as features and facilities that must be accessible. ADDITION

1110.4: Variable message signs in transportation facilities and emergency shelters are now required to comply with the provisions of the A117.1-2009 standard. ADDITION

Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1203.1: The option of natural ventilation rather than mechanical ventilation is now unavailable when a dwelling unit is tested using a blower door test and it is determined that an adequate number of air changes are not provided. ADDITION

1203.2: The minimum required ventilation area for attics has been clarified and exceptions are now provided that either allow a reduction in the vent area or eliminate the requirement completely. RELAXATION

1208.3: The minimum floor area requirement of 50 square feet for kitchens has been deleted. RELAXATION

1210: The water closet compartment and urinal partition requirements have been relocated from Chapter 29 to Section 1210. REFERENCE

1403.5: A flame-spread test of the wall assembly is now required where combustible water-resistive barriers are used in the exterior walls of Type I, II, II, and IV buildings that are greater than 40 feet in height. ADDITION

1404.12, 1405.18, 202: In order to address the hazards created by polypropylene siding, such materials are now regulated for flame-spread, testing requirements and fire-separation distance. ADDITION

1405.6: Anchored veneer on buildings located in Seismic Design Category D no longer must comply with the joint reinforcing requirements applicable to Seismic Design Categories E and F. RELAXATION

1503.4: The design and installation provisions of the International Plumbing Code (IPC) for roof drainage systems are now specifically referenced in the IBC. REFERENCE

1507.2.8.1: New provisions for the installation of roof covering underlayment have been added for buildings located in high wind areas where the nominal design wind speed is equal to or greater than 120 mph. NOT APPLICABLE

1507.16: The IBC now provides a reference to new IFC provision on roof gardens and landscaped roofs as a means of controlling the potential hazards these combustible materials on the roof could create. REFERENCE

1507.17, 3111, 202: Photovoltaic elements (modules/shingles or systems) must now meet the general code requirements for roofing materials and rooftop structures. ADDITION

1509, 202: In addition to several technical changes, the provisions addressing rooftop structures have been reformatted to better organize and clarify the requirements. CLARIFICATION

1510.3: Existing ice dams are now permitted to remain in place when replacing a roof covering. RELAXATION

Table 1604.3: Deflection limits for roof and wall members supporting plaster or stucco have been clarified. Footnote f was also modified to account for the new ultimate wind loads in the 2010 edition of ASCE/SEI 7 (ASCE 7-10), *Minimum Design Loads for Buildings and Other Structures*. CLARIFICATION

1604.5, 202: The term “occupancy category” has been changed to “risk category” to better reflect the intended meaning and to coordinate with the terminology used in ASCE 7-10. DEFINITION

1605.2: The strength design load combinations in the 2012 IBC have been coordinated with Section 2.3 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION

1605.3: The allowable stress design load combinations in the 2012 IBC have been coordinated with Section 2.4 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION

Table 1607.1: The live loads established in IBC Section 1607 and Table 1607.1 have been modified and updated in order to coordinate with the live loads of Chapter 4 and Table 4-1 in ASCE 7-10. CLARIFICATION

1607.6, 202: The terminology and live load design requirements for helicopter landing areas (helipads) have been updated and coordinated with ASCE 7-10. CLARIFICATION

1607.7: Provisions relating to the design of structures that support heavy vehicle loads in excess of 10,000 pounds gross vehicle weight (GVW) have been updated. CLARIFICATION

1608.3, 1611.2, 202: A definition of "susceptible bay" has been added to identify where ponding must be considered in the design of roof structures. DEFINITION

1609, 202: The wind design requirements of Section 1609 have been updated and coordinated with the latest wind load provisions in ASCE/SEI 7 (ASCE 7-10) and the wind load maps in the IBC are now based on ultimate design wind speeds, V_{ult}, which produce a strength level wind load similar to seismic load effects. CLARIFICATION

1613.3.1, 202: The IBC seismic ground motion maps have been updated to reflect the 2008 maps developed by the United States Geological Survey (USGS) National Seismic Hazard Mapping Project and the technical changes adopted for the 2009 *NEHRP Recommended Seismic Provisions for New Buildings and Other Structures* (FEMA P750). REFERENCE

1613.4: Many of the alternatives to ASCE 7-05 that were in the 2009 IBC have been deleted because they have been incorporated into ASCE 7-10. REFERENCE

1614, 202: A new section, definition and notation for ice loads on ice sensitive structures have been added to the in order to provide consistency with ASCE 7-10. CLARIFICATION

1704.3: The provisions requiring specific items to have special inspection and what information is required to be included in the statement of special inspections have been clarified and coordinated, with previous conflicts between the two being resolved. CLARIFICATION

1705.2: Special inspection requirements for structural steel have been deleted from Chapter 17 because the new standard for structural steel buildings (ANSI/AISC 360-10) includes quality assurance provisions. REFERENCE

Table 1705.3: The type of special inspection required for anchors cast in concrete and post installed anchors in hardened concrete have been clarified. CLARIFICATION

1705.4: Requirements pertaining to special inspection of masonry construction were deleted from Chapter 17 of the 2012 IBC because the 2011 edition of TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6, includes requirements for quality assurance of masonry construction. REFERENCE

1705.16: Where penetration firestop systems and fire-resistant joint systems are used in high-rise buildings and those buildings assigned to Risk Categories III and IV, it is now mandatory that they be inspected by an approved inspection agency as a part of the special inspection process. ADDITION

1803.5.12: The requirement that geotechnical reports address earthquake loads on foundation walls and retaining walls in Seismic Design Categories D, E, and F has been modified so that it only applies to those walls supporting more than 6 feet of backfill. NOT APPLICABLE

1810.3.3.1.6: The uplift capacity of pile groups is now permitted to include two-thirds of the shear resistance of the soil block. RELAXATION

Chapter 19: The provisions related to concrete construction were deleted from Chapter 19 because they are contained in the 2011 edition of ACI 318, Building Code Requirements for Structural Concrete and Commentary. REFERENCE

1905.1.3: ACI 318 Section 21.4 provides seismic requirements for intermediate precast structural walls. Section 1905.1.3 amends ACI 318 Section 21.4 by adding seismic detailing requirements for wall piers in Seismic Design Categories D, E and F. NOT APPLICABLE

1905.1.8: Plain concrete footings may now only support detached one- and two-family dwellings with light frame stud walls where such structures are located in Seismic Design Categories A, B, and C. ADDITION

1905.1.9: Portions of ACI 318 Appendix D have been amended in recognition of the fact that failure of the wood sill plate or the cold formed steel track control the capacity of the connection of the shear wall to the concrete foundation. ADDITION

2101.2: The new TMS 403-10 masonry design standard, now referenced in the IBC, provides a direct design method for simple, single-story, concrete masonry bearing-wall structures. REFERENCE

2206: The requirement that composite structures in Seismic Design Categories D, E, and F provide substantiating evidence demonstrating that they will perform as intended by Part II of AISC 341 has been deleted because these structures are now addressed in the 2010 edition of AISC 341, and a new section for composite structures of structural steel and concrete has been added. NOT APPLICABLE

2210.2: A reference to the new AISI S110 standard for seismic design of cold-formed steel special moment frames has been added to Chapter 22. The new standard includes design provisions for a new cold-formed steel seismic force resisting system called Cold-Formed Steel – Special Bolted Moment Frames (CFS-SBMF). REFERENCE

2305: The provisions in Section 2305 for the lateral design of wood structures have been coordinated with those set forth in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). Design and deflection values for stapled wood frame diaphragms and shear walls remain in the code. CLARIFICATION

2306: The provisions in Section 2306 addressing the allowable stress design of wood structures have been coordinated with those in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SEPWS-08). CLARIFICATION

2307: The provisions in Section 2307 dealing with the load and resistance factor design of wood structures are now coordinated with the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). CLARIFICATION

2308.12: Table 2308.12.4 has been revised to provide a minimum percentage rather than a minimum length of wall bracing for conventionally constructed buildings in Seismic Design Categories D and E. New Section 2308.12.4.1 has been added to clarify that the substitution of alternate braced wall panels in buildings located in Seismic Design Categories D and E is permitted. Footnote "a" was also modified so that the 2:1 height to width ratio limitation does not apply to substituted alternate braced wall panels. RELAXATION

2406.1, 2406.4: The hazardous locations identified in the safety glazing provisions have been reorganized and clarified in order to provide better consistency between the IBC and IRC. CLARIFICATION

2406.2: The default impact test criteria have been revised to impose the more restrictive test methodology. The higher impact requirements will apply unless the tables in Section 2406.2 allow for a lower impact test to be used. ADDITION

2510.6: In order to reduce the likelihood of moisture getting into the building, detailed requirements have been provided for the installation of the two layers of weather-resistive barriers that are required behind stucco-covered exterior walls. CLARIFICATION

2603.4.1.14: The use of ½ inch wood structural panels installed on the walking surface side of a floor assembly is now permitted as an alternative to the thermal barrier typically required where foam plastic insulation is installed with a floor assembly. RELAXATION

2603.7, 2603.8: Three different options for separating foam plastic insulation used in plenum spaces are now provided. These options vary in relationship to the maximum permitted flame-spread and smoke-developed rating index. RELAXATION

2603.10, 2603.10.1: The specific approval requirements now ensure that the smoke development of all assemblies that contain foam plastic is evaluated, regardless of the test standard used. CLARIFICATION

2610.3: The dimension that is used for determining the minimum slope requirements of a dome skylight has been revised. RELAXATION

2612, 202: Fiber-reinforced polymer installed on an exterior wall must now be a Class A material and is limited to 10 percent of the exterior wall area for any individual element or group of nonseparated elements. ADDITION

<u>Chapters 27 through 34 – Building Services, Special Devices, and Special Conditions</u>.

2902.2: Where separate sex toilet facilities are required and only one water closet is required in each facility, two family or assisted-use toilet rooms may now be provided as an acceptable alternative. RELAXATION

2902.3: Public toilet facilities are no longer required in open and enclosed parking garages and employee toilet facilities are not required in those garages that do not have parking attendants. RELAXATION

2902.3.5: In other than family or assisted use toilet rooms, the door from a toilet room can no longer be lockable from the inside unless the toilet room is a single-user facility. CLARIFICATION

2902.5: Drinking fountains are now allowed to serve multiple tenant spaces provided the fountains are located within the appropriate distances and available for the use of the occupants. RELAXATION

3007: Many of the provisions addressing fire service access elevators have now been coordinated with those applicable to occupant evacuation elevators to ensure that the fire service access elevators are able to continue to function and serve their intended purpose during an emergency. CLARIFICATION

3008: The provisions addressing occupant evacuation elevators are now more closely coordinated with those regulating fire service access elevators. CLARIFICATION

3108: The referenced standard for structural design of antenna supporting towers, TIA 222-G, contains exemptions for seismic design that are not consistent with the requirements of IBC Chapter 16 and ASCe 7, therefore Section 3108.1 has been modified so that the exemptions are not applicable. CLARIFICATION

3302.3, 3303.7, 3313: Construction protection requirements of the IFC have been incorporated into the IBC to ensure they are not overlooked. REFERENCE

3401.3: It has now been specifically established that the existing building provisions of Chapter 34 are viewed as specific provisions and therefore take precedence over requirements in other codes. CLARIFICATION

3411: Type B units are now required in existing buildings when there is a change of occupancy or an alteration and more than 50 percent of the building is affected. ADDITION

Appendix L: A new appendix requires earthquake-recording instruments to be installed in certain buildings located where the 1-second spectral response acceleration, S_1, is greater than 0.40. NOT APPLICABLE

Appendix M: A new appendix provides requirements for coastal communities that have a potential for being inundated by the effects of tsunami waves. NOT APPLICABLE

2015 International Building Code
Summary of Changes

Chapters 1 and 2 Administration

101.2: Modifications to the International Residential Code (IRC) provisions have been reflected in the exception to IBC Section 101.2 such that the limiting height of an IRC structure accessory to a dwelling unit or townhouse has increased from two stories to three stories above grade plane. RELAXATION

111.1: A change in a building's use, or a portion of a building's use, with no change in its occupancy classification now requires that a new certification of occupancy be issued by the building official. ADDITION

202: The definition of "horizontal exit" now focuses on the compartmentalization aspect of using a horizontal exit, rather than on the path of egress travel. RELAXATION

202: By definition, horizontal sliding curtains are now specifically permitted on a raised performance area regulated as a platform. DEFINITION

202: Motor vehicles stored in a "private garage" are now limited through a new definition to only those vehicles used by tenants of the building or buildings on the same premises as the garage. CLARIFICATION

202: The definition of "treated wood" has been revised to clarify that approved treatment methods by other than pressure are acceptable. RELAXATION

Chapters 3 through 6 – Building Planning

304.1: Small food processing establishments and commercial kitchens not associated with dining facilities are now considered as Group B occupancies. RELAXATION

304.1: The Group B classification for training and skill development uses has been clarified to address the ages of the occupants using the facility, the occupant load limitation where the facility is used for assembly purposes, and the types of permitted uses. CLARIFICATION

306.2: A classification of Group F-1 is now applied only to larger-sized food processing facilities and commercial kitchens not associated with dining facilities. RELAXATION

308.3: The uses permitted in a Group I-1 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance if responding to a fire or other emergency situation. CLARIFICATION

308.4: Two basic conditions of Group I-2 medical care uses that have previously been regulated together as a single category have been created, dividing the classification into short term care facilities, such as hospitals, and long term care facilities, such as nursing homes.

310.5: Lodging houses are now specifically defined in Chapter 2 and are typically permitted to be constructed in accordance with the International Residential Code (IRC) if they contain no more than five guest rooms. RELAXATION

310.6: The uses permitted in a Group R-4 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance while responding to a fire or other emergency situation. CLARIFICATION

311.1.1: Storage rooms less than 100 square feet in floor area are not to be classified as Group S, but rather as the same occupancy as the portion of the building to which they are accessory. RELAXATION

403.1, Exception Items 3 and 5: Clarified code text now indicates that Group H-1 occupancies, as well as several specified types of Group H-2 and H-3 occupancies, are not required to comply with the high-rise provisions. CLARIFICATION

404.5, Exception: Smoke control is now required in atriums in Group I-2 occupancies, as well as those in Group I-1 occupancies classified as Condition 2, that connect two stories. ADDITION

404.9, 404.10: The three distinct travel distance conditions that could potentially occur for areas open to an atrium are now each addressed individually in order to clarify their application. CLARIFICATION

406.3.1: A Group U private garage is now limited to a maximum floor area of 1000 square feet; however, multiple Group U private garages are permitted in the same building where they are compartmentalized by minimum 1-hour fire separations. CLARIFICATION

406.3.2: The allowance for a 7-foot ceiling height previously permitted for public garages has now been extended to private garages and carports. CLARIFICATION

407.2.5: Shared living spaces, group meeting areas, and multipurpose therapeutic spaces are now permitted to be open to corridors in Group I-2, Condition 1 nursing homes provided five specific conditions are met. RELAXATION

407.2.6: A room or space containing a cooking facility with domestic cooking appliances is now permitted to be open to the corridor in a Group I-2, Condition 1 nursing home provided 13 specific conditions are met. RELAXATION

407.5: The maximum allowable smoke compartment size for Group I-2, Condition 2 hospitals and similar occupancies has been increased to 40,000 square feet. RELAXATION

410.3.5: An additional method of stage proscenium opening protection has now been provided that permits the use of horizontal sliding doors having a minimum fire protection rating of 1 hour. RELAXATION

412.7: The travel distance allowances for aircraft manufacturing facilities have been significantly increased based upon a combination of the manufacturing area's height and floor area. RELAXATION

423.3: The construction of complying storm shelters is now required in critical emergency operations facilities where such facilities are located in geographical areas where the shelter design wind speed for tornadoes is at its highest. NOT APPLICABLE

423.4: Storm shelters are now required in Group E occupancies located in those areas of the United States where the shelter design wind speed for tornadoes is at its highest. NOT APPLICABLE

503: The provisions regulating building height and area limitations have been extensively revised with no change in technical application in order to provide an increased degree of user-friendliness and technical consistency. CLARIFICATION

Tables 504.3, 504.4: In order to increase the degree of user-friendliness of the process by which the allowable building height provisions are determined, Table 503 has now been reformatted as Tables 504.3 (allowable height in feet) and 504.4 (allowable number of stories above grade plane), and any applicable sprinkler increase has been incorporated directly into the new tables. CLARIFICATION

505.2.3, Exception 2: Direct access to at least one exit at the mezzanine level is no longer required for those enclosed mezzanines regulated by Exception 2 of Section 505.2.3. RELAXATION

Table 506.2: In order to increase the degree of user-friendliness of the process by which the allowable building area provisions are determined, Table 503 has now been reformatted as new Table 506.2 (allowable area factor in square feet), and any applicable sprinkler increase has been incorporated directly into the new table. CLARIFICATION

507.1: The allowance of a single-story basement in unlimited area buildings has now been clarified. CLARIFICATION

507.9: Group H-5 buildings are now permitted to be unlimited in area under the special provisions of Section 507. RELAXATION

Table 509: A more detailed analysis of various support spaces within a healthcare or ambulatory care facility is now possible due to modifications to Table 509 regulating incidental uses. RELAXATION

510.2: In the special provisions of Section 510.2 addressing pedestal buildings, there is no longer a limit of one story above grade plane for that portion of the structure that occurs below the 3-hour horizontal separation. RELAXATION

Table 601, Footnote d: Footnote d to Table 601 addressing 1-hour substitution has been deleted based upon the extremely limited applicability of the footnote, along with the significant potential for misuse. CLARIFICATION

602.4: Equivalent size dimensions for structural composite lumber (SCL) in relationship to solid-sawn Type IV heavy-timber members have been introduced into Table 602.4. DEFINITION

602.4.2: Cross-laminated timber is now permitted within the exterior walls of Type IV buildings where protected by one of three specified materials. RELAXATION

603.1, Item 26: Walls of freezers and coolers located in buildings of Type I and II construction may now be constructed of wood materials provided three conditions are met. RELAXATION

<u>Chapters 7 through 9 – Fire Protection</u>

704.4: For structural fire protection purposes, the secondary member protection requirements have been reformatted and clarifies that the secondary members in a horizontal assembly can be protected by a ceiling membrane. CLARIFICATION

705.2: The minimum required separation between the leading edge of a projection and the line used to determine the fire separation distance has been modified in a manner that provides for a significant increase in the separation required. ADDITION

705.2.3: The provisions regulating combustible projections adjacent to an interior lot line or other line used to determine the fire separation distance have been modified to provide a simple and consistent approach that is less restrictive than previously determined. RELAXATION

705.3: Openings are permitted through adjacent exterior walls of a Group S-2 parking garage and a Group R-2 building on the same lot where such buildings are regulated as two buildings on the same lot and the fire separation distance is zero. RELAXATION

705.6: Interior structural elements, such as floor or roof elements, that brace exterior walls are no longer required to be regulated for fire resistance due to the exterior wall's rating regardless of the building's proximity to a lot line. RELAXATION

705.8.5: Where a fire resistance rated wall is provided to address the concern of a fire spreading out of the building and then exposing an upper level opening, the exterior wall must be rated from both sides, regardless of the fire separation distance. ADDITION

706.2: The reference to NFPA 221 for fire wall design and construction has been expanded to permit the use of the "tied" and "cantilevered" options addressed in the standard. RELAXATION

709.4: The horizontal continuity of smoke barriers has been clarified for smoke barriers used to create smoke compartments, as well as for smoke barrier walls intended to create enclosures for elevator lobbies or areas of refuge. CLARIFICATION

711, 712: The reorganization of Sections 711 and 712 has been continued such that Section 711 now contains only the construction requirements for floor and roof assemblies, and Section 712 only contains the requirements related to the protection of vertical openings. CLARIFICATION

714.4.2: Where the double top plates of a wall interrupt the ceiling membrane of a horizontal assembly, the wall must now be sheathed only with Type X gypsum wallboard. The wall will not require a fire-resistance rating unless needed due to some other code requirement. RELAXATION

717.1.1: Ducts are now expressly allowed to exit a shaft, transition horizontally, and then enter another shaft without continuous shaft construction. RELAXATION

717.3, 717.5: Where a duct penetration occurs in the ceiling of a fire-resistance-rated corridor where the lid of the corridor is constructed using a corridor wall placed horizontally, a corridor damper is now specifically mandated. CLARIFICATION

903.2.1.6: An automatic sprinkler system is now required to be installed in a building when the roof is used for a Group A-2 assembly occupancy with an occupant load exceeding 100, as well as for other Group A occupancies where the occupant load exceeds 300. ADDITION

903.2.1.7: Where small Group A fire areas share a common means of egress, the occupant load of the spaces must now be added together to determine if a sprinkler system is required. CLARIFICATION

903.2.8: Sprinkler requirements for Group R-4 occupancies are now dependent on the capabilities of the occupants. In buildings where occupants require limited assistance when responding to an emergency condition, additional sprinkler protection is required for attic spaces. CLARIFICATION

903.3.1.1.2: An exemption for sprinkler systems in small resident bathrooms has been introduced into the IBC because the provision was removed from the current edition of the referenced NFPA 13 standard. RELAXATION

903.3.1.2.2: Where an NFPA 13R sprinkler system is installed, the sprinkler protection must now be extended to any open ended corridors and associated exterior stairways, clarifying that an open breezeway is considered as an interior portion of the building and not an exterior location for the application of the sprinkler requirements. RELAXATION

903.3.8: Additional restrictions have been placed on limited area sprinklers systems, including a reduction in the system size to a maximum of six sprinklers within a single fire area. ADDITION

904.13: Requirements for domestic appliances installed within commercial facilities but used only for domestic cooking have been clarified, including provisions for an appropriate fire-extinguishing system for domestic cooking equipment in nursing homes, assisted living facilities and similar buildings. CLARIFICATION

907.2.3: The threshold for alarm systems in Group E occupancies has been increased such that a manual fire alarm is required where the occupant load exceeds 50, and an emergency voice/alarm communication (EVAC) system must only be provided where the occupant load exceeds 100. ADDITION

907.2.9.3: The scope of the fire alarm provisions for Group R-2 college and university buildings has been revised to apply to facilities "operated by" the college or university whether owned by the school or not. CLARIFICATION

907.2.11.3, 907.2.11.4: Requirements from the NFPA 72 standard addressing the installation of smoke alarms near cooking appliances and bathrooms have been introduced to the IBC in order to provide direct guidance on the placement of smoke alarms. CLARIFICATION

909.21.1: Viable alternatives to the general elevator hoist-way pressurization requirements are now available where pressurization is provided in lieu of an enclosed elevator lobby or an additional door. RELAXATION

910: The format and technical requirements for smoke and heat removal systems have been revised, including a new allowance permitting a mechanical smoke removal system as an alternative to smoke and heat vents. RELAXATION

915: The carbon monoxide (CO) alarm provisions have been relocated, reformatted and revised; the scope has been modified to exclude Group I-3 occupancies while adding Group E occupancies. CLARIFICATION

<u>Chapter 10 – Means of Egress</u>

Chapter 10: Provisions addressing the minimum required number of means of egress and their arrangement for rooms and space as well as stories have been reformatted and relocated. CLARIFICATION

1004.1.1: The determination of the cumulative design occupant load for intervening spaces, adjacent levels and adjacent stories has been clarified. CLARIFICATION

Table 1004.1.2: The mercantile occupant load factor has been revised such that a single factor is now applicable regardless of the story on which the mercantile use is located. RELAXATION

1006, 1007: The means of egress requirements for rooms and spaces, along with those for stories, have been consolidated in Chapter 10. CLARIFICATION

1007.1: Specific information is now provided regarding the point where exit separation is to be measured. In addition, where three or more means of egress are required, performance language has been included to ensure the egress paths are adequately separated. CLARIFICATION

1009.8: It has been clarified that a two-way communication system may serve multiple elevators and that the systems are not required at service elevators, fright elevators or private residence elevators. CLARIFICATION

1010.1.9: Numerous revisions throughout the locking provisions now help clarify requirements and their application through the use of consistent terminology. CLARIFICATION

1011.15, 1011.16: Locations where ladders can be used for access have now been identified and permanent ladders must follow the construction requirements from the International Mechanical Code (IMC). CLARIFICATION

1014.8: Guidance is now provided regarding potential obstructions in the required egress width of a stairway where a pair of intermediate handrails is installed. CLARIFICATION

1016.2: A means of egress is now permitted through an elevator lobby provided access to at least one exit is available without passing through the lobby. RELAXATION

1017.2.2: An increased exit access travel distance is now permitted for groups F-1 and S-1 occupancies where specific requirements are met. RELAXATION

1018.3: The required width of aisles in Groups B and M occupancies is now consistent with the widths required for corridors and is no longer limited only to the capacity based on the occupant load served. CLARIFICATION

1020.2: A new exception helps to clarify the width requirements for corridors within Group I-2 occupancies for areas where bed or stretcher movement is not necessary. CLARIFICATION

1023.3.1: An interior exit stairway is now permitted to continue directly into an exit passageway without a required fire door assembly to separate the two elements. RELAXATION

1029.13.2.2.1: The variation allowed between adjacent risers within a stepped aisle is now limited. ADDITION

<u>Chapter 11 – Accessibility</u>

1103.2.8: Small areas used for religious ceremonies are now exempt from the access requirements. RELAXATION

1104.4: A distinction has been made between the requirements for access within a story and those with greater level changes, such as between stories or mezzanines. CLARIFICATION

1107.3, 1107.4: The provisions for connecting all spaces within a building have been modified to clearly identify the distinction for those with a change of elevation between stories or mezzanines. CLARIFICATION

1107.5.1.1, 1107.6.4.1: The minimum number of Accessible units required in assisted living facilities now varies depending on the capabilities of the residents. CLARIFICATION

1107.6.1.1: The method by which multiple buildings on a site are reviewed when determining the required number of Accessible units has been revised to consider building size in addition to the total number of units on the site. CLARIFICATION

1109.2: In larger toilet rooms, a minimum of 5 percent of the water closet compartments must be wheelchair accessible and another minimum of 5 percent must be ambulatory accessible compartments. CLARIFICATION

1109.2.3: In order to prevent the placement of the only accessible lavatory within an accessible stall where it would not be available to all users, the required accessible lavatory must now be located in a common area of the toilet room or bathing facility. CLARIFICATION

1110: More detailed scoping requirements for recreational facilities have been included within the new Section 1110 to coordinate with the ADA and provide the scoping for technical requirements found within Chapter 11 of the A117.1 standard. CLARIFICATION

Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1405.3: The required types and locations appropriate for each class of vapor retarder have been revised to also indicate where certain vapor retarders are not allowed to be installed. CLARIFICATION

1602.1: The definitions of "flexible diaphragm" and "rigid diaphragm" have been deleted from the code and replaced by a reference to the procedures for classifying diaphragms in the 2010 edition of the national load standard, Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-10). REFERENCE

1603: Two additional items related to snow load drifting are now required to be identified on the construction documents. NOT APPLICABLE

1603.1.7: The term "subject to high-velocity wave action" in regard to flood hazard areas has been replaced with "coastal high hazard areas" in several chapters and sections of the code. NOT APPLICABLE

1603.1.8: The dead load of any rooftop-mounted photovoltaic (PV) solar panels must now be identified on the construction documents. ADDITION

1604.3: Modifications have been made to the deflection limits established in Table 1604.3 for interior partitions, wood members, and wind loads to both clarify and update the provisions. CLARIFICATION

1604.5: In the application of assigning the appropriate risk category for a structure, Section 1604.5 has been revised to clarify that where standards refer to ASCE 7 Table 1.5-1, IBC Table 1604.5 should be used instead. In addition, descriptions for Risk Category III structures have been revised to include occupancy classifications to help clarify the intent. CLARIFICATION

1607.5: In office buildings and in other buildings where the location of partitions is subject to change, partition loads are to be considered unless the floor is designed for an 80-psf or greater live load. CLARIFICATION

1607.9: Provisions addressing impact loads for elements supporting façade access equipment and lifeline anchorages have been established. ADDITION

1607.10.2: The alternate live load reduction method has been corrected to be consistent with the original intent as it appeared in the Uniform Building Code (UBC). CLARIFICATION

1607.12: The term "vegetative roof" has been defined in Section 202 and a reference to ASTM E 2397 has been added to Section 1607. DEFINITION

1607.12.5: Design requirements for roof structures supporting photovoltaic (PV) solar panels and modules have been added to Section 1607. ADDITION

1609.1.1: A reference to the new wind tunnel testing standard ASCE 49 has been added to Section 1609.1.1, Exception 6. CLARIFICATION

1613.3.1: The U.S. Geological Survey (USGS) recently developed seismic hazard and Risk-Targeted Maximum Considered Earthquake (MCER) ground motion maps for Guam and American Samoa, which have now been included in the IBC. NOT APPLICABLE

1613.5: An amendment to the diaphragm anchorage requirements of Section 12.11.2 of ASCE 7 clarifies that the 2.5-to-1 aspect ratio applies to wood, wood structural panel or untopped steel-deck-sheathed subdiaphragms. CLARIFICATION

1613.6: Seismic requirements for ballasted roof-mounted photovoltaic (PV) solar panels have been added to Section 1613.6. NOT APPLICABLE

1704.5: Requirements for submittal of reports and certificates related to construction that is subject to special inspections and tests are now clearly specified. CLARIFICATION

1705.2: The special inspection requirements for structural steel elements and cold formed steel decks have been modified to coordinate the provisions with the new terminology used for structural steel elements within IBC Chapter 22, AISC 360 and the new SDI standard. CLARIFICATION

1705.2.3: Special inspections are now required during the installation of open web steel joists and joist girders, and a new table specifies the type of inspection and applicable referenced standard. ADDITION

Table 1705.3: The requirement for special inspection of cast-in-place anchors in concrete where allowable loads have been increased or strength design is used has been deleted from Table 1705.3, specific requirements for the design and installation of adhesive anchors are now included in ACI 318, and continuous special inspection has been added for these types of anchors installed horizontally or in upwardly inclined orientations with sustained loads. REFERENCE

1705.11: To better identify the intent, revisions have been made to the special inspection requirements for wind resistance. Specific requirements for the inspection of wind resisting components have also been clearly identified. NOT APPLICABLE

1705.12: Periodic special inspection of cold-formed steel special bolted moment frames (CFS-SBMFs) is now mandated. In addition, several modifications to the special inspection requirements for seismic resistance have been made in order to clarify the intent. NOT APPLICABLE

1708.3.2: Static load test requirements have been revised to clarify the intent, the arbitrary factor of two has been removed, and the method for testing components that carry dynamic loads has been specified. Differences influenced by load duration effects when testing wood elements are now also addressed. CLARIFICATION

1709.5: The required design pressure ratings for exterior window and door assemblies are to be done on an allowable stress design basis. CLARIFICATION

1711: The requirements for testing joist hangers in Section 1711.1 have been deleted entirely, and the requirements for testing concrete and clay roof tiles in Section 1711.2 have been relocated to Section 1504 addressing performance requirements for roof coverings and assemblies. CLARIFICATION

1803.5: The requirements addressing the evaluation of rock materials for foundation support have been updated to be more consistent with current geotechnical engineering practice. In addition, basic requirements for providing adequate underpinning and excavations have been added. CLARIFICATION

1804.1: Basic requirements for providing safe and adequate underpinning at excavations have been added because the code was not specific on how to address excavations adjacent to structures. CLARIFICATION

1808.3: Requirements pertaining to surcharge loads that could affect an adjacent structure have been added. ADDITION

1810.2.5: The requirements related to the evaluation of group effects on uplift of grouped deep foundation elements have been clarified. CLARIFICATION

1810.3: Provisions addressing structural steel sheet piles have been added and the code provisions and standards related to steel deep foundation systems have been updated to clarify their intent. CLARIFICATION

1901.3: Sections 1908 and 1909 of the 2012 IBC, which contain the requirements for anchorage to concrete, have been deleted because they are obsolete and not consistent with current referenced standards. In their place, new provisions on anchoring to concrete have been added to the general provisions found in Section 19901. CLARIFICATION

1901.4: Section 1912 of the 2012 IBC containing specific requirements for concrete-filled pipe columns has been deleted because it is no longer necessary, as new provisions on composite structural steel and concrete structures have been added to the general provisions in Section 1901. CLARIFICATION

1904: The durability requirements for structural concrete have been deleted from the IBC and replaced by a reference to the durability provisions in ACI 318. REFERENCE

1905.1.3: The requirements for the design of wall piers have been deleted from Section 1905 because they are now addressed in ACI 318. REFERENCE

1905.1.8: Extensive modifications have been made to the concrete anchorage provisions of Section 1905.1.8 to maintain the intent regarding light-frame shear wall anchorage, while achieving consistency with Chapter 17 of the 2014 edition of ACI 318. CLARIFICATION

2101.2: The references in Chapter 21 to specific sections in the Masonry Standards Joint Committee (MSJC) code have been deleted because the 2013 edition of TMS 402/ACI 530/ASCE 5 has been substantially reorganized to be more user friendly. The charging language of Section 2101.2 has been modified to simply reference TMS 402/ACI 530/ASCE 5 or TMS 403 for the design and construction of masonry structures. CLARIFICATION

2103: Masonry material provisions that have historically been found in Section 2103 have been deleted because they are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6. REFERENCE

2104: Many masonry construction provisions previously found in Section 2104 that are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6 have been deleted and replaced with references to the specification. REFERENCE

2105: Provisions for the quality assurance of masonry structures and related definitions have been deleted from Section 2105 and replaced with a reference to the MSJC Specification TMS 602/ACI 530.1/ASCE 6 and the special inspection and testing requirements contained in Chapter 17. REFERENCE

2111, 2113: The definitions of “masonry fireplace” and “masonry chimney” have been deleted from Chapter 21 and appropriately relocated to Chapter 2. Requirements for the reinforcement and anchorage of masonry fireplaces and chimneys in Sections 2111 and 2113 have been updated and reorganized to clarify the intent. CLARIFICATION

2210: A new Steel Deck Institute (SDI) standard addressing the design and construction of composite concrete slabs and steel decks has been added to IBC Chapter 35. REFERENCE

2211: A new American Iron and Steel Institute standard, AISI S220, is now referenced for the construction of cold-formed steel light-frame non structural products. REFERENCE

2303.1.4: A new definition for a wood-based product identified as cross-laminated timber (CLT) has been added to Chapter 2. The new manufacturing standard ANSI/APA PRG 320 is now referenced in Chapter 23 and has been added to Chapter 35. DEFINITION

2303.1.13: A new definition for engineered wood rim board has been added to Chapter 2 and two new standards are now referenced in Chapter 23 and have been added to Chapter 35. DEFINITION

2304.6: Section 2304.6 has been modified to establish minimum structural performance requirements and clarify that wall sheathing on the outside of exterior walls, as well as connection of sheathing to framing, must be capable of resisting wind pressures in accordance with Section 1609, which in turn references ASCE/SEI 7-10. The new term "gable" has been added to clarify that exterior wall sheathing requirements for out of plane wind resistance are equally applicable to the gable area at end walls. CLARIFICATION

2304.10.6: The minimum required thickness of steel straps used to splice discontinuous framing members has been modified to be consistent with the standard thickness established in the new AISI Product Data Standard, S201. CLARIFICATION

2304.12: Modifications to Section 2304.12 identify exactly where waterborne preservatives are required and where they are not required. CLARIFICATION

2308: Section 2308, which contains prescriptive requirements for conventional wood frame construction, has been reformatted and reorganized in its entirety. Significant changes include the introduction of new designations for wall bracing methods similar to those in the IRC as shown in new Table 2308.6.3 (1), and reformatted wall bracing requirements set forth in Table 2308.6.1. CLARIFICATION

2308.2.5: Provisions related to limitations on roof span have been clarified as a part of the reformatting and reorganization of Section 2308. CLARIFICATION

2308.7: Ceiling joist and rafter span tables from the IRC have been incorporated into the conventional construction provisions of the IBC. CLARIFICATION

2309: Section 2309 has been added to reference the American Wood Council's (AWC) Wood Frame Construction Manual (WFCM) for structural design of wood frame buildings assigned to Risk Category I or II. REFERENCE

2406.4.7: The height criteria for regulating glazing at the landing at the bottom of a stair has been revised and the method for measuring the horizontal distance has been clarified, now generally requiring safety glazing if located less than60 inches above the bottom landing of a stair. CLARIFICATION

Chapter 25: The definition of "gypsum board" has been revised and a new definition for "gypsum panel product" has been added to Chapter 2. Multiple references to gypsum panel products have also been added to Chapter 25 where applicable. DEFINITION

2612: New definitions and applicable test standards now address the use of plastic composites for use as exterior deck boards, stair treads, handrails and guards. DEFINITION

<u>Chapters 27 through34 – Building Services, Special Devices, and Special Conditions</u>

2902.3: Limited size quick service tenant spaces are no longer required to provide toilet facilities for the public customers. RELAXATION

3004: The elevator hoistway venting provisions of Section 3004 have been deleted; such hoistways are no longer required to be vented to the exterior. RELAXATION

3006: The elevator lobby requirements have been relocated from Section 713.14.1, where they were previously included with the general shaft enclosure requirements, to Chapter 30, which addresses elevators. CLARIFICATION

Chapter 34: Chapter 34 has been deleted from the IBC in its entirety, and existing buildings will now be solely regulated by the International Existing Building Code (IEBC). CLARIFICATION

City Council

December 1, 2015

ADOPTION OF THE 2015 INTERNATIONAL BUILDING CODE

Current Codes Adopted

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Fire Code
- 2009 International Existing Building Code
- 2009 International Plumbing Code
- 2009 International Fuel Gas Code
- 2009 International Mechanical Code
- 2009 International Energy Conservation Code
- 2008 National Electric Code
- 1997 Amusement Device Code

2015 International Building Code

- Committee formed to discuss significant changes
- Information sent to Architects, Engineers, and Contractors.
- Open meetings held on April 30, May 7, September 29, and October 5
- Development Task Force
- Other committees also formed and meetings held

2015 International Building Code

- Proposal today to adopt the 2015 International Building Code.
- Over the next few months, meetings and reviews will continue for adoption of the Residential, Existing, Energy, Plumbing, Fuel/Gas, and Mechanical codes.
- Over the next few months, two additional codes will be reviewed, including Public Hearings. These additional codes are the International Green Building Code and the International Property Maintenance Code.

Sec. 4.04.061 Adoption and amendments

- The following code, as published by the International Code Council, Inc., is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:
- International Building Code, 2015 edition, in its entirety, save and except chapters 13, 27, 28, 29, and 32, and appendices A, B, D, E, H, I, J, and section 101.4.4, and save and except:

Section 101.4.4 referencing the Property Maintenance code recommended to be excluded.

Section 105.3.2, entitled “Existing building inspections,” which shall be added and read as follows:

Section 1612.3, entitled “Establishment of flood hazard areas,” which shall instead read as follows:

2015 International Building Code

Chapters recommended to be excluded from adoption:

- Chapter 13 – Energy Efficiency
- Chapter 27 – Electrical
- Chapter 28 – Mechanical Systems
- Chapter 29 – Plumbing Systems
- Chapter 32 – Encroachments into the Public Way
- Chapter 34 – Existing Building Code chapter deleted

2015 International Building Code

Appendices recommended to be excluded from adoption:

- Appendix A – Employee Qualifications
- Appendix B – Board of Appeals
- Appendix D – Fire Districts
- Appendix E – Supplementary Accessibility Req.
- Appendix H - Signs
- Appendix I – Patio Covers
- Appendix J - Grading

2015 International Building Code

- 306 Total Significant Changes
- 124 Clarifications (41%)
- 78 Relaxing Requirements (25%)
- 51 Adding Requirements (17%)
- 15 Definitions Added (5%)
- 24 References Added (8%)
- 14 Not Applicable (4%)

2015 International Building Code

Complete list of significant changes included in background.

- Definitions/Clarifications
- Fence height exemption from permits increased to 7’
- Mercantile Occupant load relaxed (30 t0 60)
- Reformatted Area table

2015 International Building Code

- Commercial Kitchen requirements relaxed based on relationship or lack of relationship to dining room
- Private garages better defined with relaxed requirements
- Elevator Lobby area requirements relaxed
- Assisted rescue areas now allowed on stories above the level of exit discharge

2015 International Building Code

- Reduced number of facilities in Accessible rooms now required to be accessible
- Roof gardens now addressed and referenced to Fire Code provisions
- Two unisex toilets now allowed where 1/1 are required
- Toilets for parking garages no longer required unless a parking attendant is provided

2015 International Building Code

- Existing Building Code provisions are specifically listed as taking precedence over other codes.
- A change in use now requires a new certificate of occupancy even with no change in occupancy classification
- Storage rooms less than 100 square feet are no longer considered an “S” occupancy
- Where a roof is used for assembly purposes, the building must be sprinklered if exceeding 100 (A2) or 300 (A) occupant load

City Council

December 1, 2015

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Consider approval and public hearing of the 2014 Consolidated Annual Performance and Evaluation Report (CAPER) - (Presentation by Neighborhood Services Director Bob Salas)

Summary/History:

The annual CAPER is a document required of all entitlement cities receiving annual Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD).

The CAPER is the City's performance evaluation for the 2014 Program Year covering Oct 1, 2014 thru Sep 30, 2015. The CAPER includes a summary of expended resources, objectives and goals as they relate to affordable housing, outcome measures, geographic distribution, and barriers to affordable housing.

This report is the product of public outreach consistent with the City of San Angelo's 2010-2014 Five-Year Consolidated Plan. Public notices were posted in a newspaper article in the Standard Times and draft copies of the CAPER were posted at various locations throughout the city.

Approval the 2014 CAPER will authorize the City to forward the final CAPER to the HUD Regional Office in Ft Worth.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval of the 2014 CAPER.

Attachments:

1. 2014 CAPER 2014 CAPER Draft Edited 12.07.15.pdf

Presentation:

PP by Bob Salas

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

CITY OF SAN ANGELO

2014 Program Year

Consolidated Annual Performance
&
Evaluation Report (CAPER)

DRAFT

NEIGHBORHOOD & FAMILY SERVICES DEPT
COMMUNITY & HOUSING SUPPORT DIVISION

Plan Preparation by:

Robert Salas, Director, Neighborhood & Family Services Department

Special Thanks to:

Mauri LC Rodríguez, Sr. Program Coordinator
Steve Díaz, Construction Manager
Chris Deanda, Special Projects Coordinator

City Council

Dwain Morrison, Mayor

Rodney Fleming, Councilman
Single Member District 1
Marty Self, Councilman
Single Member District 2
Johnny Silvas, Councilman
Single Member District 3

Lucy Gonzales, Councilman
Single Member District 4
Elizabeth Grindstaff, Councilwoman
Single Member District 5
Charlotte Farmer, Councilwoman
Single Member District 6

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TABLE OF CONTENTS

	PAGE
EXECUTIVE SUMMARY	3
FUNDS RECEIVED	3
FUNDS EXPENDED	3
GOALS & OBJECTIVES	5
GEOGRAPHIC DISTRIBUTION	9
MONITORING	14
HOUSING	16
BARRIERS TO AFFORDABLE HOUSING	19
HOMELESS NEEDS	22
COMMUNITY DEVELOPMENT	23
SECTION 108 LOANS	28
ANTI POVERTY STRATEGY	28
PERFORMANCE TABLES	30
PERFORMANCE MEASUREMENTS	36
CDBG FINANCIAL SUMMARY	39
ANNUAL PERFORMANCE REPORT (HOME)	41
HOME MATCH REPORT	43
CAPER Ad	46
PR03 REPORT	47

DRAFT

Fifth Program Year CAPER

GENERAL

EXECUTIVE SUMMARY

This Consolidated Annual Performance and Evaluation Report (CAPER) describes the activities undertaken during the program year starting October 1, 2014 and ending September 30, 2015 using Federal funds granted to the City of San Angelo by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME). Activities and accomplishments described in this report primarily benefit low-to-moderate income residents of the City of San Angelo, neighborhoods with high concentrations of low-to-moderate income residents, and the city as a whole.

A complete draft of this report has been made available for public review and comment for a 15-day period beginning November 30, 2015. The availability of the report has been publicly advertised consistent with the provisions of San Angelo's Consolidated Plan with printed copies available at strategic locations throughout the city as specified in the Citizen Participation Plan.

The City of San Angelo continued to support multiple housing projects and programs for the 2014 CDBG and HOME program year to include Emergency Repair program for elderly and/or disabled, housing rehabilitation, homebuyers' assistance, and new construction programs. Moreover, the City leveraged local funds to support first-time homebuyers with gap financing for the purchase of new homes. The city did not fund public service projects this program year.

Funds Received

The table below outlines the Consolidated Plan funding received by the City of San Angelo between October 1, 2014 and September 30, 2015. This table only includes new funds received during the program year and does not account for unspent prior year funds spent during the 2014 program year.

2014 Program Funds Available

	CDBG	HOME	TOTAL
Federal Entitlement	$701,762	$249,956	$951,718
Program Income	$43,731	$27,349	$71,080
Total Funds Available	***$745,493***	***$277,305***	***$1,022,798***

The activities and accomplishments outlined in this document are based on the expenditure of Federal funds between October 1, 2014 and September 30, 2015 as outlined below. Funds expended during the program year include, admin, prior year funds, and funds awarded to activities in prior program years that were not spent until the 2014 program year.

Funds Expended

	CDBG	HOME	TOTAL
Total Funds Expended	$ 788,754.74	$ 224,055.35	$ 1,012,810.09

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Administration Cap

	CDBG	HOME
Federal Entitlement	$701,762	$249,956
Program Income	$43,731	$27,349
Total	**$745,493**	**$277,305**
Administrative Cap	$149,099	$27,730
Administration Expended	**$137,461**	**$27,730**

CHDO Set-aside

HOME Federal Entitlement	$249,956
Minimum Required CHDO Set-Aside (15%)	$37,494
Actual Amount Set-Aside	**$90,000**

Public Service Cap

	CDBG
CDBG Federal Entitlement	$701,762
Prior Year Program Income	$31,689
Total Subject to PS Cap	$733,451
PS Obligations	$0
% PS Expended	***0%***

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GENERAL QUESTIONS

1. Assessment of the one-year goals and objectives:
   a. Describe the accomplishments in attaining the goals and objectives for the reporting period.
   b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.
   c. If applicable, explain why progress was not made towards meeting the goals and objectives.

2. Describe the manner in which the recipient would change its program as a result of its experiences.

3. Affirmatively Furthering Fair Housing:
   a. Provide a summary of impediments to fair housing choice.
   b. Identify actions taken to overcome effects of impediments identified.

4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.

5. Leveraging Resources
   a. Identify progress in obtaining “other” public and private resources to address needs.
   b. How Federal resources from HUD leveraged other public and private resources.
   c. How matching requirements were satisfied.

1. GOALS AND OBJECTIVES

Below is a spreadsheet that outlines the 2014 program year accomplishments. It includes the projects approved in the program year 2014 Annual Action Plan but it does not include administration expenditures. Accomplishments also include prior year funded projects.

Accomplishments for 2014 (Federal funds)				
Projects	**Service Provider**	**Annual Goal**	**Completed**	**Funds Expended**
CDBG Rehabs	COSA, CHS	25 housing rehabs	27	$ 213,311.97
Emergency Repairs	COSA, CHS	40 emergency housing repairs	45	$ 106,922.10
Code Enforcement	COSA, Code Enforcement	2900 code compliance cases worked	4,039	$ 42,726.03
Helping Hands	GCDC	25 homes repaired	14*	$ 11,506.33
Section 108 Loan Repayment	COSA, CHS	NA	NA	$ 149,995.80
Homebuyers Assistance	COSA, CHS	14 first-time homebuyers assisted	8	$ 64,289.07
Rental Assistance	MHMR	21 special needs clients assisted	32	$ 58,098.00
New/Reconstruction	CHDO	3 new homes constructed	2	$ 67,683.89

Prior Year Projects			
Projects	**Service Provider**	**Accomplishments**	**Funds Expended**
Demolition	COSA, CHS	1 title search, 1 home demolished	$4,145.51
New/Reconstruction	CHDO	1 new home constructed*	$22,316.11

Non-Federal Grant Funded Accomplishments		
Projects	**Completed**	**Funds Expended**
Neighborhood Blitz	27	$1,350**
Atmos Weatherization	5	$3,750
SADC Affordable Housing	6	$281,554.17

***** *22 additional homes assisted with other funding for a total of **36**.* ******* *Local grant funds used in conjunction with CDBG funds.*

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Under-performing Projects

The goal for the First-time Homebuyers program was set at 14 homebuyers for the year, however, we were only able to qualify and approve 8 out of 18 homebuyers due to credit worthiness problems.

2. CHANGES TO THE PROGRAM

There were no major changes to the program during PY 2014.

3. AFFIRMATIVELY FURTHERING FAIR HOUSING

The City of San Angelo adopted an ordinance on August 20, 1996, to encourage the opportunity for each citizen to obtain housing without regard to race, color, sex, religion, national origin, disability , or familial status in accordance with the National Fair Housing Act of 1968. This ordinance, FAIR HOUSING, is codified in the San Angelo Code of Ordinances as Article 5.1000. Additional authority for adoption of this ordinance is derived from the Texas Local Government Code.

As part of the 5-year Consolidated Plan development, San Angelo conducted an Analysis of Impediments to Fair Housing Choice. The study confirmed that the primary impediments to housing choices in San Angelo are a family's annual income and housing costs. Substandard property maintenance in the lower income neighborhoods of San Angelo was also identified as an impediment.

Extremely low income persons will have a difficult time finding affordable housing, defined as housing that costs 30% or more of their gross income. Education and job training may provide a way to higher income and better living conditions for some low income families. However, elderly and disabled individuals are often unable to increase their income or improve their living conditions through these means. In addition to inadequate income and credit worthiness, there are other issues that may indirectly affect fair housing choices. A growing elderly population, racial and ethnic divergences, and slow economic growth are examples.

Activities to address the impediment of affordability:

- $331K was expended to repair/rehabilitate existing homes through CDBG Emergency and Home Rehabilitation programs to include the annual Neighborhood Blitz and Helping Hands
- $90K to construct/reconstruct new homes
- The City expended $64K in HOME funds on closing cost and down payment for 10 first-time homebuyers
- $282K was expended for gap financing for first-time homebuyers purchasing new homes

Activities to address the impediment of substandard property maintenance:

- The City provided one full time Code Enforcer funded by CDBG funds to monitor home maintenance. 4039 code actions were taken to help maintain neighborhood standards.

4. OBSTACLES TO MEETING UNDERSERVED NEEDS

The City of San Angelo continues to support non-profit agencies, the local housing authority, homeless providers and special needs groups in an effort to meet the needs of underserved citizens. Additionally, the City provides technical assistance to providers in the pursuit of federal, state, and other funding sources.

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The major obstacle to meeting priority needs continues to be a lack of available funding. Reductions in funding at all levels of government as well as declining donations to the not-for-profit sector in recent years have severely restricted the ability of the City and its Subrecipients to aggressively respond to underserved needs.

5. *LEVERAGING RESOURCES*

Public and Private Resources

Community & Housing Support leveraged other City departments in order to obtain operating support to include financial, legal, planning, human resources, and purchasing. Community & Housing Support also leveraged over $282K of local sales tax revenue for gap financing for low/moderate income first-time homebuyers. The city also undertook a neighborhood blitz using community leveraging over 800 volunteers to paint and clean up neighborhoods targeted for revitalization. Moreover, the city received a grant from Atmos to continue a housing weatherization program, expending $3,750 to assist 5 homeowners.

Home Match Requirements

The City of San Angelo complies with federal matching requirements for HOME. Over $50K of match funds was accumulated for the 2014 program year. As of Sept 30, 2015, San Angelo maintained $2,097,220 in excess matching funds. This reserve was more than adequate to meet the required match liability for the 2014 program year.

HOME Match Report, Form 40107-A, is provided later in this report.

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MANAGING THE PROCESS

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

CAPER Managing the Process response.

The City of San Angelo employs two staff members that assist with the oversight and compliance of Consolidated Planning projects. The project selection process for FY 2014 was consistent with the City's Five-Year Plan. During the selection process, activities were evaluated based on a number of criteria including consistency with the priority needs identified in the Five-Year Plan, as well as compliance with CDBG national objectives. Throughout the reporting period, City staff monitored projects supported with federal funds to ensure compliance with the program and comprehensive planning requirements.

CITIZEN PARTICIPATION

1. Provide a summary of citizen comments.

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment

(including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

CAPER Citizen Participation Response:

1. CITIZEN COMMENTS

Public outreach was consistent with the City of San Angelo's 2010-2014 Five-Year Consolidated Plan. Public participation efforts included annual public meetings and hearings, discussions with agencies and groups that provide services, assist and/or advocate for low-to-moderate-income citizens. The public hearing for the CAPER was held on December 15, 2015 at the McNeese Convention Center. A complete draft of this report has been made available for public review and comment beginning November 30, 2015 and ending December 15, 2015, exceeding the required fifteen (15) day period. Below are the comments received:

- No comments received

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2. GEOGRAPHICAL DISTRIBUTION

The table below identifies the Census Tract Block Groups that make up at least 51% low/mod income areas in the city and eligible for area benefit. Code enforcement, assessments of dangerous buildings, and neighborhood revitalization projects were carried out exclusively in the low/mod income census tracts. Data is from the 2000 census.

Code Enforcement Low/Mod CTBGs – 2000 Census

Census Tract (CT)	Block Group (BG)	Low/Mod Population	Total Pop.	% of BG
2	4	26	31	83.9
2	1	755	1085	69.6
2	3	577	1121	51.5
3	4	232	448	51.8
3	1	587	971	60.5
3	3	508	928	54.7
4	1	554	866	64.0
4	2	430	732	58.7
4	3	613	969	63.3
4	5	512	611	83.8
4	6	384	611	62.8
4	8	563	764	73.7
5	1	516	620	83.2
5	2	710	918	77.3
6	1	327	601	54.4
7	2	153	284	53.9
7	2	447	694	64.4
7	3	907	1162	78.1
7	4	661	947	69.8
7	5	591	859	68.8
8	3	652	1158	56.3
9	1	294	458	64.2
9	2	748	1080	69.3
9	3	386	500	77.2
9	4	422	665	63.5
11.01	1	451	707	63.8
11.02	1	343	644	53.3
11.02	6	495	962	51.5
12.00	1	489	955	51.2
13.01	1	635	841	75.5
13.01	2	30	31	96.8
13.03	2	431	782	55.1
13.04	3	444	652	68.1
13.04	4	441	787	56.0
14	1	885	1260	70.2
14	2	492	776	63.4
14	3	410	707	58.0
14	5	644	1180	54.6
Totals		18745	29367	
			Total Percentage	63.83%

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Target Area projects consist of those projects conducted in four City Council designated areas targeted for neighborhood revitalization: Rio Vista, Blackshear, Reagan, and Fort Concho. All four target areas are designated as low/mod income census tracts. Over $640K of CDBG, HOME funds, and local funds were expended specifically in the target areas. Programs included the neighborhood blitz, code enforcement, Helping Hands, CHDO sponsored projects, and local affordable housing programs.

Community-wide projects were directed toward low-to-moderate income persons and were carried out throughout the city for low-to-moderate income citizens.

These projects were offered on a community-wide basis because, while there are distinct areas with high concentrations of low-to-moderate income populations within the City, over the years the low-to-moderate income population has spread throughout the community. This is especially true for elderly and special needs residents. Out of fairness to all eligible low-to-moderate income residents, these programs were offered on a city-wide basis.

Community-wide projects:

- MHMR TBRA Program
- Emergency Repairs Program
- Demolition
- Homebuyers Assistance Program

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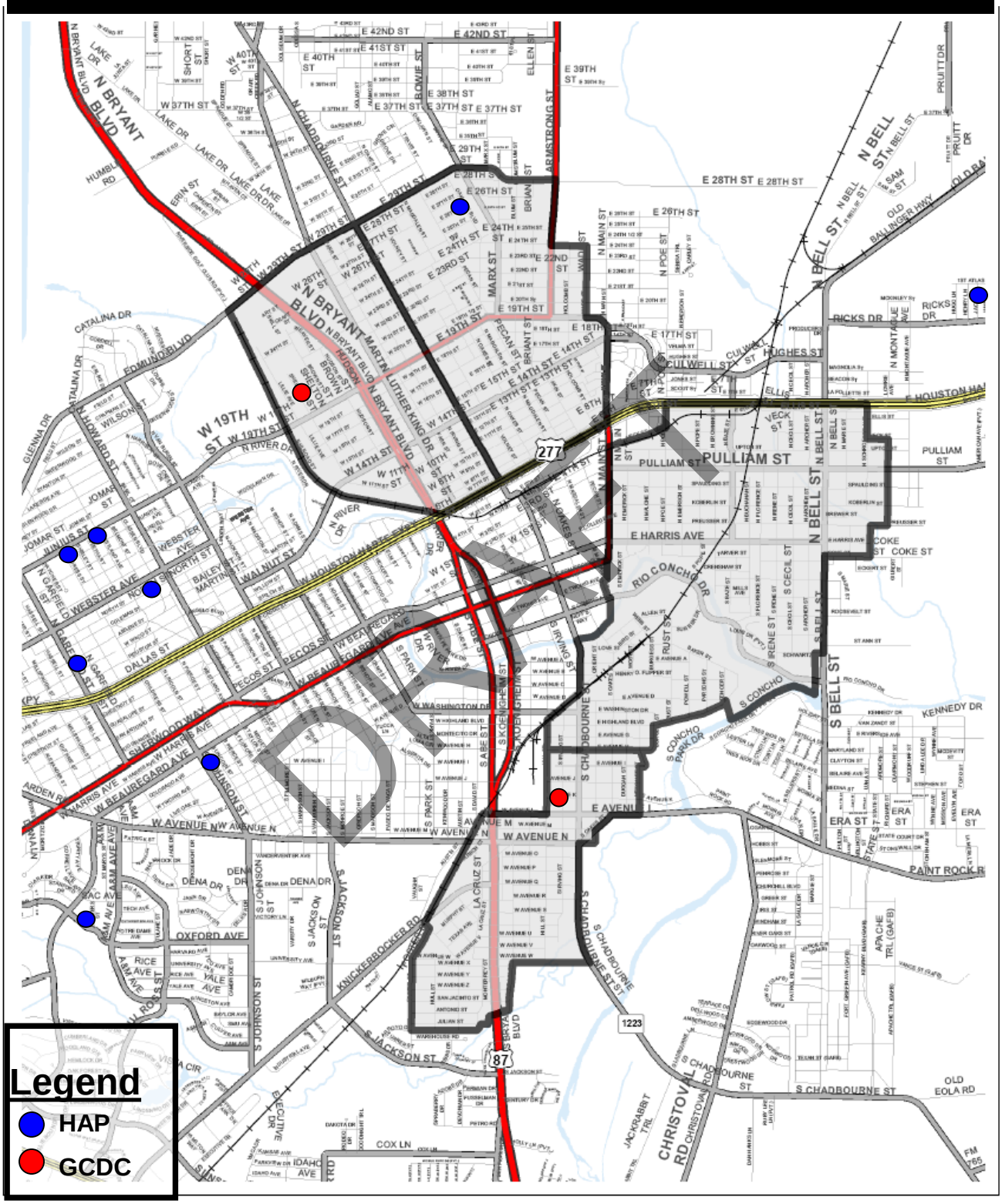
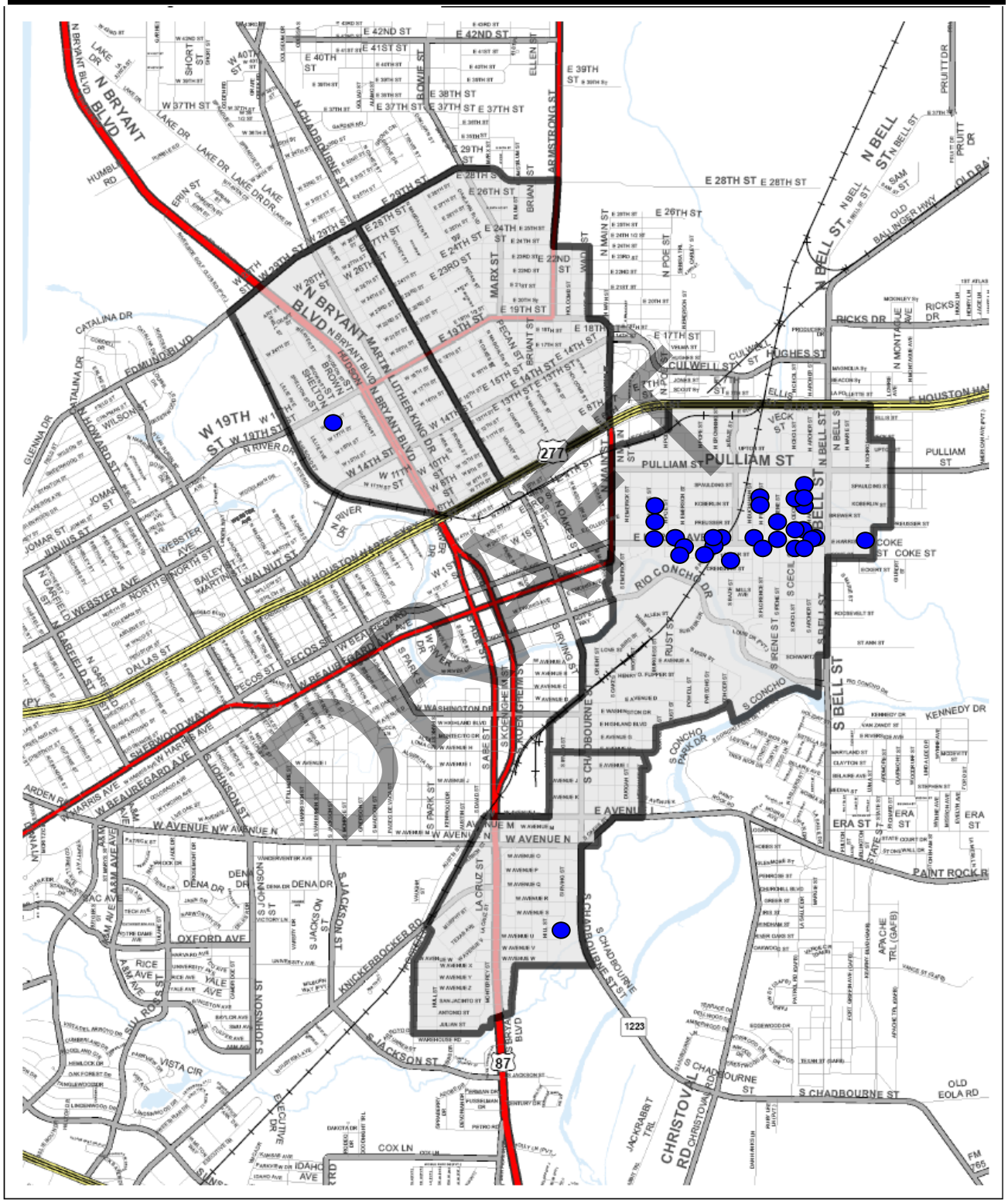
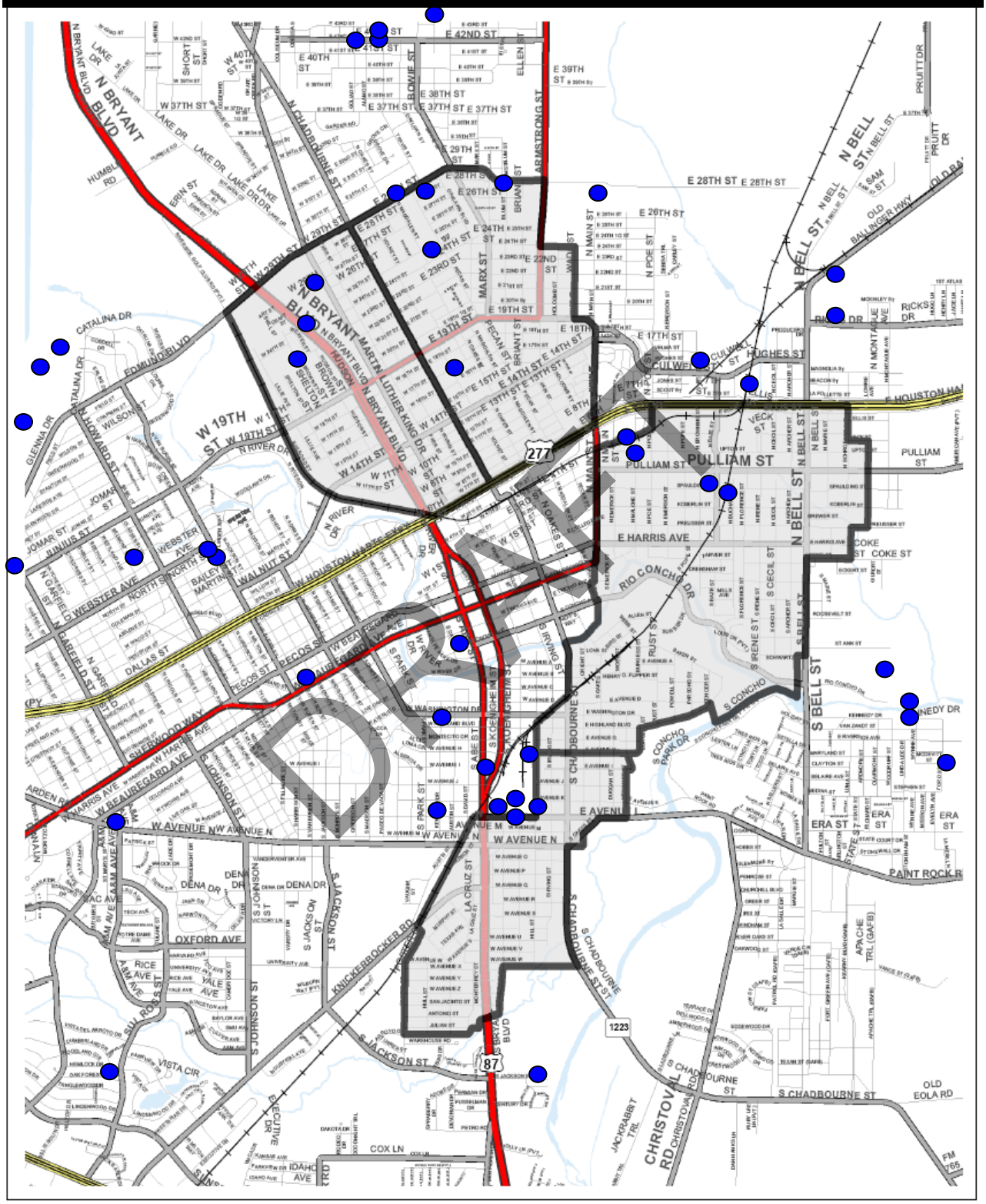
HOME Funded Projects



REHAB Projects



EMERGENCY Projects



INSTITUTIONAL STRUCTURE

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

CAPER Institutional Structure response:

The City of San Angelo Community & Housing Support (CHS) Division acts as the primary administrative agency for the Consolidated Plan programs. As part of this responsibility, CHS consistently reviews the performance of subrecipients and monitors the overall program delivery structure to ensure coordination and compliance.

Through past one-on-one subrecipient training to review program regulations and reporting requirements for each the new program year, the City's current subrecipients have obtained extensive knowledge on program monitoring requirements. As a result of this training and regular monitoring, compliance with regulations and reporting information has significantly improved.

MONITORING

1. Describe how and the frequency with which you monitored your activities.

2. Describe the results of your monitoring including any improvements.

3. Self Evaluation
   a. Describe the effect programs have in solving neighborhood and community problems.
   b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.
   c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.
   d. Indicate any activities falling behind schedule.
   e. Describe how activities and strategies made an impact on identified needs.
   f. Identify indicators that would best describe the results.
   g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.
   h. Identify whether major goals are on target and discuss reasons for those that are not on target.
   i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

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CAPER Monitoring Response:

1. MONITORING METHODS

Monitoring was conducted on a monthly basis for each subrecipient not only to verify that reimbursements submitted were for eligible expenses, but also to verify that each subrecipient was complying with all the requirements in their agreement. Each Reimbursement request was verified for eligibility. Also, each of the participants in each program was examined to verify their individual eligibility for assistance.

2. MONITORING RESULTS

During program year 2014, all subrecipients were monitored monthly by Community & Housing Support (CHS) staff prior to reimbursement. We did not discover a subrecipient that needed assistance providing necessary documents and reports accurately and on a timely manner.

3. SELF EVALUATION

Consolidated Plan program funding continues to play a vital role in ensuring the sustainability and operation of numerous programs and activities that have had a beneficial impact on San Angelo's neighborhoods and social problems. CDBG funding has brought new parks and play structures, street improvements, and other new infrastructure to low-income neighborhoods, enhancing the overall quality of life in these areas. HOME and CDBG funds have been used to improve substandard housing, create new affordable housing occupied by low and moderate income residents. HUD Federal funds have been vital to providing services for San Angelo's most vulnerable populations including child and adult care, counseling services, reduced prescription drugs, youth employment and youth leadership programs. Most of these programs and projects would not be possible without the assistance of these Federal funds. The specific activities undertaken during the 2014 program year that address the needs identified as "high" priorities in the 2010-2014 Consolidated Plan are outlined below. Many activities address multiple high priority needs.

Creating a Suitable Living Environment

- Funds were provided for the salary and benefits for a City of San Angelo Code Enforcement Officer. This officer was assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in low/moderate income areas.

Providing Decent Housing

- Emergency Repair Program permitted a 100% grant for low/moderate income homeowners for up to $5,000.00 to handle emergency situations or conditions that were deemed detrimental to life, health, or safety and required immediate action.

- Housing Rehabilitation Program provided loans/grants to assist eligible low/moderate income homeowners and landlords renting to low/moderate income tenants within the city limits of San Angelo for rehabilitation of homes in need.

- Homebuyers Assistance Program provided down payment and closing cost assistance to low/moderate income eligible.

- Tenant-based Rental Assistance (TBRA) provided rental assistance to clients with chronic mental illness and clients made homeless due to domestic violence residing within the San Angelo city limits over a period of a year.

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Projects Falling Behind

This program year, we did not meet the goal of assisting 14 homebuyers with down payment & closing costs. The city vetted 18 potential homebuyers but only 8 were able to obtain loans. We will continue to monitor and take steps to increase participation if the trend continues.

Barriers

CDBG and HOME funds have been steadily decreasing each year. Particularly in a fiscal climate of dwindling resources at all levels of government and in the not-for-profit sector, it is nearly impossible to completely "solve" many of the problems that plague low and moderate income populations and neighborhoods. While the lives of many individual assisted residents have been improved, some

dramatically, new immigrant populations and others frequently replace them with similar economic and social challenges. As housing and infrastructure are improved in one area, benefiting many area residents, particularly long-time low-income homeowners, increasing property values and rents force others to move to other housing or neighborhoods with similar challenges to solve. Without additional funds, City efforts to ameliorate the affordable housing dilemma will be minimized.

Potential Adjustments and Improvements

The City of San Angelo awards CDBG and HOME funds annually through an open proposal process. Staff from Community & Housing Support provides technical assistance and recommendations to the City Council for consideration and approval of activities that should receive funding each year. The technical assistance includes information about accomplishments, timeliness, compliance, and effectiveness of the applicant agencies in their current and past activities. Those that are found to be most effective tend to be rewarded with new funding and funding is reduced or eliminated for activities and agencies which prove least effective.

LEAD-BASED PAINT

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

CAPER Lead-based Paint Response:

1. ACTIONS TAKEN TO REDUCE LEAD-BASED PAINT HAZARDS

The Housing Rehabilitation Program will adhere to the HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance, 24 CFR Part 35, Subpart J, that went into effect on September 15, 2000. Community & Housing Support staff prepared and incorporated a chapter on Lead-Based Paint Hazards in its rehabilitation program guidelines in 2010, which is applicable to both CDBG and HOME funded activities.

The CHS Housing Program Coordinator received Lead-based Paint Inspector training and was certified by the State in order to carry out the required lead-based paint inspections. He subsequently received and was certified as a Risk Assessor. Testing equipment was purchased and LBP testing and evaluation is now a part of the CHS process. Staff also ensures that all contractors working on federally funded projects are compliant with EPA and HUD lead-based paint requirements to include being certified renovator in accordance with the RRP program.

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HOUSING

HOUSING NEEDS

1. Describe Actions taken during the last year to foster and maintain affordable housing.

CAPER Housing Needs response:

1. FOSTERING AND MAINTAINING AFFORDABLE HOUSING

As discussed in previous sections, the City spent **$804K** on affordable housing activities through both the City (HUD and local funds) and through non-profits in the 2014 program year. The following activities helped to foster and maintain quality affordable housing in San Angelo:

- CDBG Housing Rehabilitation Program ($213,311.97)
- CDBG Emergency Repair Program ($106,922.10)
- CDBG Helping Hands ($11,506.33)
- HOME Neighborhood Revitalization Program
    - Homebuyers Assistance Program ($64,289.07)
    - New Housing Construction including CHDO activities ($67,683.89)
- TBRA ($58,098)
- Local funds ($282,554.17)

Accomplishment Unit of Measure	2014 Program Year Accomplishments
Homes rehabilitated (Emergency Repair, Rehab, Helping Hands)	86
New homes constructed (CHDO activities)	2
First-time Homebuyers assisted (HOME & local grant funds)	8
Rental housing subsidies (TBRA)	32

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SPECIFIC HOUSING NEEDS

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

3. Describe efforts to address “worst-case” housing needs and housing needs of persons with disabilities.

CAPER Specific Housing Objectives response:

1. MEETING SPECIFIC AFFORDABLE HOUSING OBJECTIVES

Table below displays beneficiary information for both CDBG and HOME from housing programs aimed at increasing the affordability of homes to low income citizens.

2014 CDBG & HOME Funded Housing Activities									
		Income Level							
Activity	**Total Housing Units Served**	**Extremely Low 30%**	**Very Low 50%**	**60% (HOME Only)**	**Low 80%**	**Income Total**	**Female Head of Household**	**Non-White Households**	**Hispanic**
Home Rehabilitation	**27**	17	5		5	**27**	15	0	20
Emergency Repairs	**45**	37	5		3	**45**	31	4	25
Helping Hands	**14**	13	1		0	**13**	11	2	7
First-time Homebuyers Assistance	**8**	0	0	1	7	**8**	5	0	3
TBRA	**32**	30	2	0	0	**32**	23	3	12
New Construction	**2**	0	0	0	2	**2**	1	0	1

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2. SECTION 215 AFFORDABLE HOUSING

The following housing projects resulted in new affordable units, completed in the 2014 program year, that meet the Section 215 definition of affordable housing:

- City of San Angelo – First Time Homebuyer Program (8)
- CHDO New Home Construction (2)
- MHMR Tenant-based Rental assistance (32)

3. WORST-CASE AND DISABLED HOUSING

Many of our projects assisted by the City of San Angelo during the 2014 program year incorporated housing that is accessible for persons with disabilities or severe housing needs including the following:

- MHMR Rental Assistance for mentally challenged individuals
- Helping Hands support to elderly homeowners

PUBLIC HOUSING STRATEGY

Describe actions taken during the last year to improve public housing and resident initiatives.

CAPER Public Housing Strategy Response:

The City of San Angelo has a working relationship with the San Angelo Public Housing Authority to meet the public housing needs within the community. However, PHA did not request a grant for 2014 so no CDBG funds were utilized this last year for public housing.

BARRIERS TO AFFORDABLE HOUSING

Describe actions taken during the last year to eliminate barriers to affordable housing.

CAPER Barriers to Affordable Housing response:

The major barrier to affordable housing is still a lack of funds. While education and/or job training may provide a means to increasing income and improving living conditions for some low income families, low income elderly and disabled will not likely be able to achieve these goals through education or job training.

Slow economic development in San Angelo is another barrier to affordable housing for some citizens. The City of San Angelo has undertaken aggressive measures to remedy the problem. One of those measures was to extend the ½ cent sales tax to fund performance-based job creation and business retention. The City of San Angelo Development Corporation (COSADC) provides grants to businesses interested in setting up or expanding operations in San Angelo. Types of businesses include manufacturing, warehousing/distribution, data processing, telecommunications services, research and development, information services, correctional institutions, mining, and agricultural services.

Other efforts to reduce barriers to economic development include:

- Tax Abatement (using net present value of the abatement)
- Financing (using amount COSADC guarantees, participates or lends directly)
- Infrastructure Improvements

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- Land Purchases, leasehold improvements and construction (using amount provided by COSADC)
- Training expense reimbursement
- Relocation expense reimbursement for equipment and/or personnel

Other Assistance: San Angelo's public and private sectors work together to help create an atmosphere for new job creation. The Chamber of Commerce can provide coordination of services such as incentives, training, financing arrangements, available land and building location service, and refer business owners to helpful services provided by our Angelo State University Small Business Development Center and the Concho Valley Center for Entrepreneurial Development.

The City of San Angelo Council and staff believe that it does not have regulatory provisions which bar or create barriers to affordable housing. The City Council is keenly aware of the need to keep permit fees and property taxes low and is committed to raising fees and taxes only when absolutely necessary for essential services. On May 18, 2010, the City Council adopted the 2009 International Building, Existing Building, Residential, Energy, Fire Plumbing, Mechanical and Fuel Gas Codes. They also adopted the 2008 National Electric Code. Several of the codes were modified to reflect local building practices. City of San Angelo building permit fees were increased by the Council in 2003; however, following a survey of comparable cities in Texas conducted by the City of San Angelo Permit/Inspections Department, permit fees for new construction remain in line with other cities in our area and those throughout the state which are of similar size.

In addressing the barriers to affordable housing, the City offered owner-occupied Housing Rehabilitation Program and the Neighborhood Revitalization/Enhancement Program and continued its 100% Emergency Repairs Grant Program through the Community & Housing Support Division. The Community & Housing Support Division also administered the Homebuyers Assistance Program which offers down payment and closing cost assistance to low to moderate income homebuyers and continued to operate the ten-unit Forest Park Duplexes for low to moderate income elderly or disabled residents.

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HOME/ADDI

1. Assessment of Relationship of HOME Funds to Goals and Objectives
   a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.

2. HOME Match Report
   a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

3. HOME MBE and WBE Report
   a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

4. Assessments
   a. Detail results of on-site inspections of rental housing.
   b. Describe the HOME jurisdiction's affirmative marketing actions.
   c. Describe outreach to minority and women owned businesses.

CAPER HOME/ADDI Response:

1. HOME GOALS AND OBJECTIVES

The table below summarizes projects completed and funds expended.

2014 HOME Funded Projects				
Projects	**Service Provider**	**Annual Goal**	**Completed**	**Funds Expended**
New Construction	GCDC	3 housing units built	2	$90,000.00
Homebuyers Assistance	COSA, CHS	14 clients assisted	8	$64,289.07
Rental Assistance	MHMR	21 clients assisted	32	$58,098.00

2. HOME Match Report (attached later in this document)

3. HOME MBE and WBE Report (attached later in this document)

4. ASSESSMENTS

a. Results of On-Site Inspections of Rental Housing

HOME funds were used in carrying out the TBRA program and city staff insured that all units occupied by the clients served were brought into compliance with the City of San Angelo's local code. If at the time of inspection a unit is not in compliance, it is up to the landlord/owner of the rental unit to bring the unit into compliance before any HOME funds can be provided.

b. Affirmative Marketing & Outreach Efforts

In accordance with CDBG and HOME regulations and in furtherance of the City of San Angelo's commitment to non-discrimination and equal opportunity in housing, the City of San Angelo has established procedures to affirmatively market units acquired, rehabilitated, constructed or otherwise assisted under the CDBG and/or HOME Programs. The City of San Angelo is committed to the goals of non-discrimination and equal access. In addition, the City is committed to the goals of increasing the housing opportunities of those with limited English proficiency, low-income residents and under-represented ethnic and racial groups. These goals will be reached through the implementation of the City's Affirmative Marketing Policy. The implementation of this policy should result in a diverse tenant population in each of the affordable housing developments, with a representation of ethnic and racial groups which is consistent with their representation in the City.

The City Council of San Angelo actively promotes fair housing through:
• Ongoing funding of fair housing services
• Adoption and implementation of an "Analysis of Impediments to Fair Housing Choice"
• Adoption of "Consolidated Plan" for CDBG/HOME program, with an analysis and strategy for fair housing every five years, and in the Annual Action Plan each year.
• Annual monitoring of fair housing activities through monitoring of fair housing services and reporting on ongoing activities in its Consolidated Annual Performance and Evaluation Report (CAPER)

The goal of the affirmative marketing procedures and outreach efforts are to ensure that all persons – regardless of their race, color, national origin, age, religion, sex, disability, familial status or English

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proficiency – are aware of the affordable housing opportunities generated by federal HOME funds and City Housing Funds and program activities, in accordance with 24 CFR 108.1.

The City of San Angelo is responsible for the implementation of the Affirmative Marketing Policies and Procedures and all owners, developers, Community Housing Development Organizations and other nonprofits must comply with this policy for all CDBG, HOME, and City funded housing developments.

The city took the following affirmative marketing actions:

- Informed the Public, Owners and Potential Tenants about Fair Housing
- Recipients of CDBG, HOME and/or City funds were informed of the City's Affirmative Marketing policies by having this policy referenced in the agreement as an attachment with the City for the receipt of funds and by making compliance with this policy a requirement for the duration of the agreement.
- Advertised in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, and other outreach activities to inform the community about fair housing rights and responsibilities.
- Posted flyers of upcoming housing opportunities in the City Hall Center lobby, Senior Centers, Community Centers, Neighborhood Centers and Library and homeless shelter organizations.
- Maintained and made available to interested parties a listing of the affordable housing stock which includes information about who to contact regarding the availability of housing.
- Utilized newspapers, churches and places of worship, and nonprofit organizations that serve the underrepresented group to distribute information about housing openings.
- Provided all advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by the target group.
- Posted notice of availability of housing on the website.

c. Minority & Women Owned Businesses

The city took the following actions to recruit minority and women businesses

- Targeted outreach to businesses owned by ethnic and racial groups and women.
- Utilized newspapers, websites, churches and places of worship, and nonprofit organizations that serve the underrepresented group to distribute information about business opportunities.
- Sent bid packages on CDBG/HOME funded projects to minority/women owned businesses affording those businesses an opportunity to participate in the city programs
- Presented information on business opportunities at professional events such as the Home Builders Association meetings.
- Advertised business opportunities in both English and Spanish

HOMELESS

HOMELESS NEEDS

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Identify actions taken to address needs of homeless persons.

2. Identify actions to help homeless persons make the transition to permanent housing and independent living.

3. Identify new Federal resources obtained from Homeless SuperNOFA.

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CAPER Homeless Needs Response:

The City of San Angelo deems homelessness a major concern that must be dealt with on a strategic level. CHS staff routinely attends local homeless coalition meetings to discuss homeless issues. In addition, the City of San Angelo is working with the Texas Homeless Network, Balance of State Continuum of Care to create a West Texas Region Homeless Consortium.

No new San Angelo projects were included in the Homeless SuperNOFA program for 2011.

SPECIFIC HOMELESS PREVENTION ELEMENTS

1. Identify actions taken to prevent homelessness.

CAPER Specific Housing Prevention Elements response:

The City of San Angelo is working to prevent homelessness through the allocation of CDBG funds to MHMR Services of the Concho Valley which provides rental stipends to individuals with mental health problems. Without the stipends, these individuals are at risk of becoming homeless.

COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT

*Please also refer to the Community Development Table in the Needs workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
   a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
   b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
   c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.

2. Changes in Program Objectives
   a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

3. Assessment of Efforts in Carrying Out Planned Actions
   a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
   b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
   c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

4. For Funds Not Used for National Objectives
   a. Indicate how use of CDBG funds did not meet national objectives.
   b. Indicate how did not comply with overall benefit certification.
5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
   a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
   b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and

DRAFT

Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.

c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.

6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
   a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.
   b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
   c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.

7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
   a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.
8. Program income received
   a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
   b. Detail the amount repaid on each float-funded activity.
   c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
   d. Detail the amount of income received from the sale of property by parcel.

9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
   a. The activity name and number as shown in IDIS;
   b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
   c. The amount returned to line-of-credit or program account; and
   d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

10. Loans and other receivables
    a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
    b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
    c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
    d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
    e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

11. Lump sum agreements
    a. Provide the name of the financial institution.
    b. Provide the date the funds were deposited.
    c. Provide the date the use of funds commenced.

DRAFT

d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
    a. Identify the type of program and number of projects/units completed for each program.
    b. Provide the total CDBG funds involved in the program.
    c. Detail other public and private funds involved in the project.

13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
    a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

CAPER Community Development Response:

1. ASSESSMENT OF GOALS AND OBJECTIVES

During the 2014 program year, CDBG funds were distributed among the HUD priority-needs identified in the 2010-2014 Consolidated Plan. The table below provides a breakdown of proposed and actual CDBG expenditures during 2013 program year.

2014 Distribution of CDBG Funds by Priority Need

Priority Need	Proposed Budget	% of Total	Funds Expended
Affordable Housing	$278,000	37%	$331,740
Clearance	$38,000	5%	$42,726

2. CHANGES IN PROGRAM OBJECTIVES

No major changes to the 2010-2014 Consolidated Plan Program were made during this reporting period. The priorities identified in the Five-year Plan were the basis for allocating HUD funds during 2014 program year.

3. ASSESSMENT OF EFFORTS IN CARRYING OUT PLANNED ACTIONS

Pursuing Resources Indicated in Consolidated Plan

In addition to the Federal funds discussed in this report, during the 2014 program year subrecipients were able to secure resources from a variety of other public and private sources to address priority needs identified in the 2010-2014 Consolidated Plan. Sources of additional funding included:

- Operating budgets of subrecipient organizations
- Various private foundations, corporations, and individuals

Certifications of Consistency

The City of San Angelo maintains a public request for proposals process to identify activities that will be funded each program year. This process is open to all who wish to submit proposals and project selections are made on the basis of lowest bid. CHS staff members provide technical assistance to all

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applicants who request it. This technical assistance includes advice on how to craft a proposed activity that will be eligible under the applicable program regulations and consistent with San Angelo's Consolidated Plan. As a result, nearly all projects that are proposed are found to be consistent with the Consolidated Plan. Applicants seeking certification that their activities are consistent with the Consolidated Plan are not discriminated against on any basis and certification is provided in a fair and impartial manner.

Consolidated Plan Implementation

The City of San Angelo maintains an open and highly transparent process for the preparation and implementation of Consolidated Plans. The City of San Angelo does not hinder the implementation of the Plan through any action or willful inaction. As this report and those submitted in prior program years illustrate, San Angelo has made consistent and significant progress toward meeting and exceeding published accomplishment goals and objectives.

4. FUNDS NOT USED FOR NATIONAL OBJECTIVES

- Not Applicable -

5. ANTI-DISPLACEMENT AND RELOCATION

No households, businesses, farms, or nonprofit organizations were displaced as a result of CDBG-assisted activities. Moreover, the homes demolished using CDBG funds were unoccupied and did not result in displacement.

6. LOW/MOD JOB ACTIVITIES

There were no job creation activities during the program year.

7. LOW/MOD LIMITED CLIENTELE ACTIVITIES

For the 2014 program year, the city funded one public service activity (Rental Housing Education & Mediation Services). All activities met the limited clientele national objective.

8. PROGRAM INCOME RECEIVED

The City received $43,731 in CDBG program income for program year 2014 from loan repayment.

9. *PRIOR PERIOD ADJUSTMENTS*

- Not Applicable -

10. LOANS AND OTHER RECEIVABLES

Overall, there is a total of 101 loans outstanding totaling $316,032.

11. LUMP SUM AGREEMENTS

- Not Applicable -

12. HOUSING REHABILITATION

Program Accomplishments

DRAFT

During the 2014 program year, three major programs received CDBG funding to operate housing rehabilitation projects for low-income homeowners.

2014 CDBG Funded Housing Activities								
		Income Level						
Activity	**Total Housing Units Served**	**Extremely Low 30%**	**Very Low 50%**	**Low 80%**	**Income Total**	**Female Head of Household**	**Non-White Households**	**Hispanic**
COSA Home Rehabilitation	**27**	17	5	5	**27**	15	0	20
COSA Emergency Repairs	**45**	37	5	3	**45**	31	4	25
Helping Hands	**14**	13	1	0	**13**	11	2	6

Total CDBG Funds Spent

For the 2014 program year a total of $788,754.74 of CDBG funds were expended. This includes $4,145.51 from prior year funds.

Public and Private Funds

The City expended $281,554.17 to support affordable housing via the local ½ cent sales tax program and other local grants.

13. NEIGHBORHOOD REVITALIZATION STRATEGIES

The City of San Angelo has undertaken a Neighborhood Revitalization Program designed to improve the quality and character of the housing stock in specific target area designated by the City Council for owner-occupied housing rehabilitation, new construction of single family homes, and down payment and closing cost assistance for low/moderate income home buyers. Maps on previous pages identify the areas of the city that have been targeted for revitalization and the projects accomplished in those neighborhoods.

14. Section 108 Loan Activities

The City applied for and was approved for a Section 108 loan for the development of Producers' Park and the renovation of Rio Vista Park. The City completed construction of both projects. To date, the City paid $590404.57 in interest and principle on the debt.

DRAFT

Section 108 Financials

Grant #: B-07-MC-48-0025

Activity Title	3rd Party Borrower, if applicable	Loan Amount	Payments Rec'd from Borrower		Balance Owed	Status (e.g., on-time; late; default)
			This Year	Cumulative		
B-07-MC-48-0025		$2,035,000	$149,995.60	$590,404.57	$1,607,000.00	On time

Sources of Payments to HUD						Outstanding Balance - HUD
CDBG		Payments from Borrower		Other Source (specify)		
This Year	Cumulative	This Year	Cumulative	This Year	Cumulative	
$149,995.60	$590,404.57	$149,995.60	$590,404.57	$0	$0	$1,607,000.00

ANITPOVERTY STRATEGY

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

CAPER Antipoverty Strategy Response:

Most activities undertaken by the City of San Angelo with CDBG and HOME funds are efforts to reduce persons in poverty and improve the quality of life for San Angelo residents, either directly or indirectly. Programs that directly influence the poverty level include: job enrichment, development, and placement through education and economic development. Projects that indirectly affect poverty include those that upgrade the community and provide affordable housing. CDBG and HOME funds are often used as matching funds for other grants that also reduce the number of poverty level families.

Specific projects supported during the 2014 Program Year that helped lift some participants out of poverty include:

- Tenant-based Rental Assistance
- Home-buyers Assistance Program

DRAFT

NON-HOMELESS SPECIAL NEEDS

NON-HOMELESS SPECIAL NEEDS

*Please also refer to the Non-homeless Special Needs Table in the Needs workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

CAPER Non-homeless Special Needs response:

Through CDBG program allocations, San Angelo was able to assist the following non-homeless special needs:

- Clients with mental health/mental retardation through the Tenant-based Rental Assistance administered through the MHMR

DRAFT

Priority Housing Needs/Investment Plan Table
(Table 2A)

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
Renters	135	27/31	27/25	27/33	27/30	27/32
0 - 30 of MFI	*100*	*20/30*	*20/23*	*20/33*	*20/26*	*20/30*
31 - 50% of MFI	*25*	*5/1*	*5/2*	*5/0*	*5/4*	*5/2*
51 - 80% of MFI	*10*	*2/0*	*2/0*	*10/0*	*10/0*	*10/0*
Owners	325	65/109	65/133	65/118	65/108	65/96
0 – 30% of MFI	*150*	*30/41*	*30/62*	*30/77*	*30/83*	*30/67*
31 – 50% of MFI	*100*	*20/42*	*20/36*	*20/15*	*20/3*	*20/11*
51 - 80% of MFI	*75*	*15/26*	*15/35*	*15/26*	*15/22*	*15/17*
Homeless*						
Individuals						
Families						
Non-Homeless Special Needs						
Elderly	50	10/10	10/10	10/10	10/10	10/14
Frail Elderly						
Severe Mental Illness (Rental Assistance)	75	15/31	15/21	15/33	15/30	15/32
Physical Disability						
Developmental Disability						
Alcohol or Drug Abuse						
HIV/AIDS						
Victims of Domestic Violence (Rental Asst)	25	5/0	5/0	5/0	5/0	5/0
Total (Sec. 215 and other)						
Total Sec. 215						
215 Renter	125	25/31	25/21	25/33	25/30	25/32
215 Owner	325	65/109	65/133	65/118	65/108	65/96

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Priority Housing Activities/Investment Plan Table
(Table 2A)

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
CDBG						
Acquisition of existing rental units						
Production of new rental units						
Rehabilitation of existing rental units						
Rental assistance						
Acquisition of existing owner units						
Production of new owner units						
Rehabilitation of existing owner units	250	50/90	50/105	50/97	50/95	50/86
Homeownership assistance						
HOME						
Acquisition of existing rental units	25	5/0	5/2	5/0	5/0	5/0
Production of new rental units						
Rehabilitation of existing rental units						
Rental assistance	100	25/31	25/21	25/33	25/30	25/32
Acquisition of existing owner units						
Production of new owner units	15	3/3	3/2	3/3	3/3	3/2
Rehabilitation of existing owner units						
Homeownership assistance	25	5/17	5/24	5/18	5/10	5/8
HOPWA	NA					
Rental assistance						
Short term rent/mortgage utility payments						
Facility based housing development						
Facility based housing operations						
Supportive services						
Other	NA					

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Annual Housing Completion Goals

Grantee Name: City of San Angelo Program Year: 2009	Expected Annual # of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households			☐	☐	☐	☐
Non-homeless households	63	96	☑	☑	☐	☐
Special needs households	25	32	☐	☑	☐	☐
Total Sec. 215 Beneficiaries*	88	128	☑	☑	☐	☐
RENTAL GOALS (Sec. 215 Only)						
Acquisition of existing units			☐	☐		☐
Production of new units			☐	☐		☐
Rehabilitation of existing units			☐	☐	☐	☐
Rental Assistance	25	32	☐	☑		☐
Total Affordable Rental	25	32	☐	☑	☐	☐
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units			☐	☐		
Production of new units	3	2	☐	☑		
Rehabilitation of existing units	50	86	☑	☑		
Homebuyer Assistance	5	14	☐	☑		☐
Total Owner Goals	58	104	☑	☑	☐	☐
COMBINED RENTAL & OWNER GOALS (Sec. 215)						
Acquisition of existing units			☐	☐		☐
Production of new units	3	2	☐	☑		☐
Rehabilitation of existing units	50	86	☑	☑	☐	☐
Rental Assistance	5	32	☐	☑		☐
Homebuyer Assistance	5	14	☐	☑		☐
Combined Total Sec. 215 Goals*	63	134	☑	☑	☐	☐
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						

DRAFT

Annual Rental Housing Goal	5	32	☐	☑	☐	☐
Annual Owner Housing Goal	58	104	☑	☑	☐	☐
Total Overall Housing Goal	63	136	☑	☑	☐	☐

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Priority Community Development Activities
(Table 2B)

Priority Need	**5-Yr. Goal** Plan/Act	**Yr. 1 Goal** Plan/Act	**Yr. 2 Goal** Plan/Act	**Yr. 3 Goal** Plan/Act	**Yr. 4 Goal** Plan/Act	**Yr. 5 Goal** Plan/Act
Acquisition of Real Property	25	5/0	5/2	5/0	5/0	5/0
Disposition						
Clearance and Demolition	50	10/33	10/15	10/4	10/0	10/1
Clearance of Contaminated Sites						
Code Enforcement	9000	1800/5679	1800/4601	1800/3993	1800/4442	1800/4039
Public Facility (General)						
Senior Centers						
Handicapped Centers						
Homeless Facilities						
Youth Centers						
Neighborhood Facilities						
Child Care Centers						
Health Facilities						
Mental Health Facilities						
Parks and/or Recreation Facilities						
Parking Facilities						
Tree Planting						
Fire Stations/Equipment						
Abused/Neglected Children Facilities						
Asbestos Removal						
Non-Residential Historic Preservation						
Other Public Facility Needs						
Infrastructure (General)						
Water/Sewer Improvements						
Street Improvements						
Sidewalks						
Solid Waste Disposal Improvements						
Flood Drainage Improvements						
Other Infrastructure						
Public Services (General)						
Senior Services						
Handicapped Services						
Legal Services						
Youth Services						
Child Care Services						
Transportation Services						
Substance Abuse Services						
Employment/Training Services						

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Health Services						
Lead Hazard Screening						
Crime Awareness						
Fair Housing Activities						
Tenant Landlord Counseling						
Other Services (counseling)	25	5/11	5/0	5/13	5/0	5/0
Economic Development (General)						
C/I Land Acquisition/Disposition						
C/I Infrastructure Development						
C/I Building Acq/Const/Rehab						
Other C/I						
ED Assistance to For-Profit						
ED Technical Assistance						
Micro-enterprise Assistance						
Other						

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Performance Measurement System
2014 CAPER

Grantee: City of San Angelo, Texas

Please select one of the following:

_____The community is not using a local performance measurement system and does not intend to develop such a system.

_____The community is not using a local performance measurement system, but intends to develop and implement such a system that includes some/all of the criteria listed below by _____ _____ *(date)*.

__X___The community is currently using a local performance measurement system. If yes, please check off the following items that are included in your performance measurement system and attach either a description of your system or a report from the system.

- _X__ Long-term (multi-year) goals/objectives
- _X__ Short-term (annual) goals/objectives
- ___ Expected units of accomplishment upon completion of project/activity
- _X__ Actual units of accomplishment upon completion of project/activity
- _X__ Expected units of accomplishment during each program year of the project/activity
- _X__ Actual units of accomplishment during each program year of the project/activity
- ___ Aggregation of actual units of program year accomplishments to short-term and long-term numeric goals/objectives
- ___ Outputs resulting from HUD funding are shown separately
- ___ One or more proposed outcome(s)
- ___ One or more actual outcome(s)

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Neighborhood & Family Services

To secure Community Development Block Grant and HOME Investment Partnerships grant funding from HUD for the City in order to enhance the facilities in the low income areas of the community and the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents.

Budget Summary	FY14 Actual	FY15 Budget
Revenue		
Grant Revenue	$951,718	$904,685
Other	$71,080	$60,000
Total Revenue	$1,022,798	$964,685
Expenditure		
Personnel	$165,191	$167,492
Operations and maintenance	$857,607	$797,193
Capital	$0	$0
Total Expenditure	$1,022,798	$964,685

Personnel Summary*	FY14 Actual	FY15 Budget
Full-time	4	4
Part-time	0	0
Total Personnel	4	4

Activity: **Home Buyer Assistance Program**
Serves City Council's Vision: Neighborhood Vision, Community Appearance Vision
Goal: Secure grant funds to enhance the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents
Objectives: Provide a concise and fair application/allocation process open to all agencies eligible for funding; Encourage citizen participation through newspaper advertising, public service announcements, neighborhood meetings and public hearings

Performance Measures	FY14 Actual	FY15 Budget
Number of home buyers assisted	8	15
Number of applications	18	20
Average cost per household assisted	$6,036	$6,666
Percent of home buyers assisted who earn less than 60% median family income	1	1

Activity: **Tenant Based Rental Assistance**
Serves City Council's Vision: Neighborhood Vision, Community Appearance Vision
Goal: Secure grant funds to enhance the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents
Objectives: Provide a concise and fair application/allocation process open to all agencies eligible for funding; Encourage citizen participation through newspaper advertising, public service announcements, neighborhood meetings and public hearings

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Performance Measures	FY14 Actual	FY15 Budget
Number of eligible households/persons served	32	20
Average cost per renter assisted (monthly)	$151	$191

Activity: Owner Occupied Services - **Rehabilitation**
Serves City Council's Vision: Neighborhood Vision, Community Appearance Vision
Goal: Secure grant funds to enhance the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents
Objectives: Provide a concise and fair application/allocation process open to all agencies eligible for funding; Encourage citizen participation through newspaper advertising, public service announcements, neighborhood meetings and public hearings

Performance Measures	FY14 Actual	FY15 Budget
Number of households assisted	27	20
Cost per unit assisted	$7,900	$7,478

Activity: Owner Occupied Services – **Emergency Rehabilitation**
Serves City Council's Vision: Neighborhood Vision, Community Appearance Vision
Goal: Secure grant funds to enhance the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents
Objectives: Provide a concise and fair application/allocation process open to all agencies eligible for funding; Encourage citizen participation through newspaper advertising, public service announcements, neighborhood meetings and public hearings

Performance Measures	FY14 Actual	FY15 Budget
Number of households assisted	45	30
Cost per unit assisted	$2,376	$3,166

Activity: **Section 108 Debt Service**
Serves City Council's Vision: Neighborhood Vision, Community Appearance Vision
Goal: Secure grant funds to enhance the lives of low income residents and provide funds for safe, sanitary and decent housing to qualified low income residents
Objectives: Provide a concise and fair application/allocation process open to all agencies eligible for funding; Encourage citizen participation through newspaper advertising, public service announcements, neighborhood meetings and public hearings

Performance Measures	FY14 Actual	FY15 Budget
Cost per project	$149,995	$149,001

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Financial Summary
Community Development Block Grant Program

1. Name of Grantee	2. Grant Number	3. Reporting Period From:	To:
City of San Angelo	B-14-MC-48-0025	10/1/2014	9/30/2015

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (balance for prior program years)-Prior Period Adj			$ 140,568.00
2. Entitlement Grant from form HUD 7082			$ 701,672.00
3. Surplus Urban Renewal Funds			$ -
4. Section 108 Guaranteed Loan Funds (Principal Amount)			
5. Program Income Received by	Grantee (Column A)	Subrecipient (Column B)	
a. Revolving Funds	$ -	$ -	
b. Other (Identify below. Provide details on an attachment)			
Loan repayments	$ 43,651.47	$ -	
Miscellaneous		$ -	
c. Total Program Income (sum of columns a and b)			$ 43,651.47
6. Prior Period Adjustments (if a negative amount, enclose in brackets)			
7. Total CDBG funds available for use during this reporting period (sum of lines 1 - 6)			$ 885,891.47
Part II: Summary of CDBG Expenditures			
8. Total expenditures reported			$ 788,754.74
9. Total expended for planning and administration		$ 137,461.00	
9a. Total expended on debt repayment		$ 149,995.80	
10. Amount subject to low/mod benefit calculation (line 8 minus line 9)		$ 501,297.94	
11. Unexpended balance (line 7 minus line 8)			**$ 97,136.73**
Part III: Low/Mod Benefit This Reporting Period			
12. Total low/mod credit for multi-unit housing expenditures			$ -
13. Total from all other activities qualifying as low/mod expenditures			374,466.43
14. Total (line 12 plus line 13)			$ 374,466.43
15. Percent benefit to low/mod persons (line 14 divided by line 10)			74.7%
Part IV: Low/Mod Benefit for Multi-year Certifications (only if certification period includes prior years)			
Program years covered in certification PY_____ PY_____ PY_____			
16. Cumulative net expenditures subject to program benefit calculation			$ -
17. Cumulative expenditures benefiting low/mod persons			$ -
18. Percent benefit to low/mod persons (line 17 divided by line 16)			N/A
Part V: Public Service (PS) Cap Calculation			
19. Total PS expenditures			$ -
20. Total PS unliquidated obligations			$ -
21. Sum of line 19 and line 20			$ -
22. Total PS unliquidated obligations reported at the end of the previous reporting period			$ -
23. Net obligations for public services (line 21 minus line 22)			$ -
24. Amount of program income received in the preceding program year			$ 55,028.56
25. Entitlement grant amount (from line 2)			$ 701,672.00
26. Sum of line 24 and line 25			$ 756,700.56
27. Percent funds obligated for public service activities (line 23 divided by line 26)			0.0%
Part VI: Planning and Program Administration Cap Calculation			
28. Amount subject to planning and administrative cap (line 2 plus line 5c)			$ 745,323.47
29. Total planning and administration expenditures (line 9)			$ 137,461.00
30. Total P&A unliquidated obligations			$ -
31. Sum of line 29 and line 30			$ 137,461.00
32. Total P&A unliquidated obligations reported at the end of the previous reporting period			
33. Net obligations for planning and administration (line 31 minus line 32)			$ 137,461.00
34. Percent of funds obligated for planning and administration (line 33 divided by line 28)			18.4%

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11/30/2015

Annual Performance Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/MI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: **HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410**	This report is for period (mm/dd/yyyy) Starting	Ending	Date Submitted (mm/dd/yyyy)
	10/01/2014	09/30/2015	12/16/2015

Part I Participant Identification

1. Participant Number	2. Participant Name
M-14-MC-48-0224	City of San Angelo

3. Name of Person completing this report	4. Phone Number (Include Area Code)
Robert Salas	325-655-0824

5. Address	6. City	7. State	8. Zip Code
52 W. College	San Angelo	TX	76903

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount received during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = 5
0	$ 37,349	$37,349	$ 58,098.00	0

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE) b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	f. White Non-Hispanic
A. Contracts 1. Number	2	0	0	0	0	1
2. Dollar Amount	90,000	0	0	0	0	1
B. Sub-Contracts 1. Number						
2. Dollar Amount						

	a. Total	b. Women Business Enterprises (WBE)	c. Male
C. Contracts 1. Number	1	0	1
2. Dollar Amount	90000	0	90000
D. Sub-Contracts 1. Number			
2. Dollar Amounts			

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
1. Number	0	0	0	0	0	0
2. Dollar Amount	0	0	0	0	0	0

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired	0	0
2. Businesses Displaced	0	0
3. Nonprofit Organizations Displaced	0	0
4. Households Temporarily Relocated, not Displaced	0	0

Households Displaced	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Households Displaced - Number	0	0	0	0	0	0
6. Households Displaced - Cost	0	0	0	0	0	0

Financial Summary Attachment

A. Program Income Received

Single-unit Housing Rehab Loan Collections	$43,651.47
Sale of Fixed Assets	$0.00
Miscellaneous	$0.00
Total Program Income Received	$43,651.47

B. Prior Period Adjustments

Over expenditures removed	$0.00
	$0.00

C. Loans and Other Receivables

Economic Development Loan: Universal Display & Fixtures	
One loan outstanding with a balance of	$0.00
Single-unit Housing Rehab Loans	
99 outstanding loans totaling	$341,550.89
0 defaulted loans totaling (not written off)	$0.00
Paving Loans	
Outstanding/defaulted loans totaling	$0.00
Total Receivables	$341,550.89

D. LOCCS Reconciliation

	Unexpended Balance of CDBG funds (our balance - Line 11)		$97,136.73
ADD	LOC Balance	$109,860.25	
	Cash on Hand:		
	Grantee Program Account	$0.00	
	Subrecipients Program Accounts	$0.00	
	Revolving Fund Cash Balances	$0.00	
	Section 108 Cash Balances	$0.00	
	Cash on Hand Total	$0.00	
DEDUCT:	Grantee CDBG Program Liabilities (include any reimbursements due from program funds)	$12,723.52	
	Subrecipient CDBG Program Liabilities (include any reimbursements due from program funds)	$0.00	
	Liabilities Total	$12,723.52	
	TOTAL RECONCILING BALANCE		$97,136.73
	UNRECONCILED DIFFERENCE		$0.00

(BETWEEN T.R.B & U.B.) provide an explanation if an unreconciled difference exists)

E. Unprogrammed Funds Calculation

Amount of funds available during the reporting period	$885,891.47
Income expected but not yet realized	$0.00
Subtotal	$885,891.47
Less total budgeted amount	$932,326.45
Unprogrammed Balance	$46,434.98

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HOME Match Report

Part I **Participant Identification**			Match Contributions for **Federal Fiscal Year 2014**
1. Participant No. (assigned by HUD)	2. Name of Participating Jurisdiction	3. Contact Name	4. Contact Phone No.
M-14-MC-48-0224	City of San Angelo	Bob Salas	325-657-4274
5. Street Address of the PJ	City, State, Zip Code		
52 W. College	San Angelo, TX 76903		

Part II **Fiscal Year Summary**

1. Excess match from prior Federal fiscal year	$2,064,491.45	
2. Match contributed during current Federal Fiscal Year	$ 54,555.55	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 2,119,047.00
4. Match liability for current Federal fiscal year		$ 21,827.00
5. Excess match carried over to next Federal fiscal year (Line 3 minus lin		$ 2,097,220.00

Part III **Match Contribution for the Federal Fiscal Year**

1. Project ID	2. Date of Contribution	3. Type of Contribution* (if cash, include source)	Match Amount	YTD Match
1713 Greenwood #306	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 234.60	$ 234.60
16 E. 30th #11	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 334.00	$ 568.60
2409 Ave N#3	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 227.00	$ 795.60
1506 Greenwood #5	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 371.66	$ 1,167.26
3902 Sherwood Way #220	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 221.79	$ 1,389.05
2102 W. Beauregard Apt C	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 553.24	$ 1,942.29
1002 Rio Concho #285	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 68.54	$ 2,010.83
4401 Southwest Blvd #120	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 353.53	$ 2,364.36
1901 Pulliam #15	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 392.00	$ 2,756.36
1801 Lincoln #8	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 189.37	$ 2,945.73
3130 W. Beauregard #CT07	Oct-14	Cash-State share of medicaid and General Revenue for uninsured	$ 476.79	$ 3,422.52
1713 Greenwood #306	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 249.00	$ 3,671.52
16 E. 30th #11	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 361.75	$ 4,033.27
2409 Ave N#3	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 247.23	$ 4,280.50
108 Rio Concho Cir #298	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 482.58	$ 4,763.08
3902 Sherwood Way #220	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 514.16	$ 5,277.24
2102 W. Beauregard Apt C	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 508.16	$ 5,785.40
1002 Rio Concho #285	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 217.00	$ 6,002.40
4401 Southwest Blvd #120	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 57.49	$ 6,059.89
1801 Lincoln #8	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 152.00	$ 6,211.89
1010 Rio Concho Cir #302	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 68.24	$ 6,280.13
3130 W. Beauregard #CT07	Nov-14	Cash-State share of medicaid and General Revenue for uninsured	$ 508.60	$ 6,788.73
16 E. 30th #11	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 334.00	$ 7,122.73
1150 Benedict Dr, #156	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 457.58	$ 7,580.31
1008 Rio Concho Cir, #298	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 432.60	$ 8,012.91
12 E. 29th, #208	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 251.37	$ 8,264.28
3902 Sherwood Way #220	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 93.62	$ 8,357.90
2102 W. Beauregard Apt C	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 512.79	$ 8,870.69
1002 Rio Concho #285	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 217.00	$ 9,087.69
4401 Southwest Blvd #120	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 350.92	$ 9,438.61
16 E. 30th, #18	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 38.56	$ 9,477.17
1801 Lincoln #8	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 178.60	$ 9,655.77
1010 Rio Concho Cir #302	Dec-14	Cash-State share of medicaid and General Revenue for uninsured	$ 386.00	$ 10,041.77
1713 Greenwood #306	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 24.48	$ 10,066.25
16 E. 30th #11	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 373.16	$ 10,439.41
2409 Ave N#3	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 562.21	$ 11,001.62
1150 Benedict Dr, #156	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 408.00	$ 11,409.62
1008 Rio Concho Cir, #298	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 401.00	$ 11,810.62
12 E. 29th, #208	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 282.00	$ 12,092.62
3902 Sherwood Way #220	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 498.79	$ 12,591.41

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* 1. Cash 2. Foregone Taxes, Fees, Charges 3. Appraised Land/Real Property 4. Required Infrastructure 5. Site Preparation, Construction Materials, Donated Labor 6. Bond Financing

HOME Match Report

Part III **Match Contribution for the Federal Fiscal Year**				
1. Project ID	2. Date of Contribution	3. Type of Contribution* (if cash, include source)	Match Amount	YTD Match
2102 W. Beauregard Apt C	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 553.24	$ 13,144.65
1002 Rio Concho #285	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 310.62	$ 13,455.27
3902 Sherwood Way #213	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 685.75	$ 14,141.02
4401 Southwest Blvd #120	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 414.92	$ 14,555.94
16 E. 30th, #18	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 400.00	$ 14,955.94
1801 Lincoln #8	Jan-15	Cash-State share of medicaid and General Revenue for uninsured	$ 179.75	$ 15,135.69
16 E. 30th #11	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 430.10	$ 15,565.79
2409 Ave N#3	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 341.24	$ 15,907.03
1150 Benedict Dr, #156	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 408.00	$ 16,315.03
1008 Rio Concho Cir, #298	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 11.58	$ 16,326.61
12 E. 29th, #208	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 321.37	$ 16,647.98
3902 Sherwood Way #220	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 482.58	$ 17,130.56
2102 W. Beauregard Apt C	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 39.37	$ 17,169.93
1002 Rio Concho #285	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 339.00	$ 17,508.93
3902 Sherwood Way #213	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 346.58	$ 17,855.51
4401 Southwest Blvd #120	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 442.66	$ 18,298.17
1801 Lincoln #8	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 185.08	$ 18,483.25
1010 Rio Concho Cir #302	Feb-15	Cash-State share of medicaid and General Revenue for uninsured	$ 402.21	$ 18,885.46
16 E. 30th #11	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 434.74	$ 19,320.20
2409 Ave N#3	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 272.00	$ 19,592.20
1150 Benedict Dr, #156	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 479.02	$ 20,071.22
1008 Rio Concho Cir, #298	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 477.01	$ 20,548.23
12 E. 29th, #208	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 328.81	$ 20,877.04
3902 Sherwood Way #220	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 548.41	$ 21,425.45
1002 Rio Concho #285	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 379.45	$ 21,804.90
3902 Sherwood Way #213	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 417.92	$ 22,222.82
1801 Lincoln #8	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 173.50	$ 22,396.32
1010 Rio Concho Cir #302	Mar-15	Cash-State share of medicaid and General Revenue for uninsured	$ 416.60	$ 22,812.92
3902 Sherwood Way #213	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 662.53	$ 23,475.45
16 E. 30th #11	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 880.60	$ 24,356.05
2409 Ave N#3	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 39.37	$ 24,395.42
16 E. 30th #12	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 417.83	$ 24,813.25
1150 Benedict Dr, #156	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 408.00	$ 25,221.25
1008 Rio Concho Cir, #298	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 412.58	$ 25,633.83
12 E. 29th, #208	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 321.37	$ 25,955.20
3902 Sherwood Way #220	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 539.24	$ 26,494.44
1002 Rio Concho #285	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 181.71	$ 26,676.15
211 W. 1st #5	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 1,400.13	$ 28,076.28
1801 Lincoln #8	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 24.60	$ 28,100.88
1010 Rio Concho Cir #302	Apr-15	Cash-State share of medicaid and General Revenue for uninsured	$ 477.40	$ 28,578.28
16 E. 30th, #26	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 620.14	$ 29,198.42
3902 Sherwood Way #213	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 399.00	$ 29,597.42
16 E. 30th #11	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 480.60	$ 30,078.02
2409 Ave N#3	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 296.16	$ 30,374.18
16 E. 30th #12	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 423.16	$ 30,797.34
1008 Rio Concho Cir, #298	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 438.60	$ 31,235.94
12 E. 29th, #208	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 77.41	$ 31,313.35
3902 Sherwood Way #220	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 355.58	$ 31,668.93
1002 Rio Concho #285	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 334.37	$ 32,003.30
216 S. Filmore, Apt A	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 1,112.83	$ 33,116.13
211 W. 1st #5	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 895.92	$ 34,012.05
1010 Rio Concho Cir #302	May-15	Cash-State share of medicaid and General Revenue for uninsured	$ 386.00	$ 34,398.05
16 E. 30th, #26	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 467.74	$ 34,865.79

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* 1. Cash 2. Foregone Taxes, Fees, Charges 3. Appraised Land/Real Property 4. Required Infrastructure 5. Site Preparation, Construction Materials, Donated Labor 6. Bond Financing

HOME Match Report

Part III **Match Contribution for the Federal Fiscal Year**				
1. Project ID	2. Date of Contribution	3. Type of Contribution* (if cash, include source)	Match Amount	YTD Match
3902 Sherwood Way #213	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 19.83	$ 34,885.62
16 E. 30th #11	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 350.00	$ 35,235.62
16 E. 30th #12	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 449.58	$ 35,685.20
1008 Rio Concho Cir, #298	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 412.58	$ 36,097.78
3902 Sherwood Way #220	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 491.00	$ 36,588.78
1002 Rio Concho #285	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 420.05	$ 37,008.83
16 E. 30th, Apt 18	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 1,244.99	$ 38,253.82
216 S. Filmore, Apt A	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 603.71	$ 38,857.53
211 W. 1st #5	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 982.32	$ 39,839.85
1010 Rio Concho Cir #302	Jun-15	Cash-State share of medicaid and General Revenue for uninsured	$ 416.60	$ 40,256.45
2205 Colorado, Apt D	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 435.42	$ 40,691.87
550 Paint Rock Rd, #7	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 411.31	$ 41,103.18
16 E. 30th #12	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 417.83	$ 41,521.01
1008 Rio Concho Cir, #298	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 412.58	$ 41,933.59
3902 Sherwood Way #220	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 27.79	$ 41,961.38
1002 Rio Concho #285	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 444.29	$ 42,405.67
16 E. 30th, Apt 18	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 214.61	$ 42,620.28
216 S. Filmore, Apt A	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 39.66	$ 42,659.94
211 W. 1st #5	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 641.98	$ 43,301.92
16 E. 30th, #11	Jul-15	Cash-State share of medicaid and General Revenue for uninsured	$ 650.24	$ 43,952.16
550 Paint Rock Rd, #7	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 422.41	$ 44,374.57
16 E. 30th #12	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 433.08	$ 44,807.65
2105 W. Twohig, Apt A	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 594.58	$ 45,402.23
200 W. 1st	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 418.51	$ 45,820.74
1002 Rio Concho #285	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 343.63	$ 46,164.37
216 S. Filmore, Apt A	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 612.41	$ 46,776.78
211 W. 1st #5	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 535.84	$ 47,312.62
16 E. 30th, Apt 6	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 495.52	$ 47,808.14
16 E. 30th, #11	Aug-15	Cash-State share of medicaid and General Revenue for uninsured	$ 439.66	$ 48,247.80
2205 Colorado, Apt D	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 394.89	$ 48,642.69
550 Paint Rock Rd, #7	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 412.53	$ 49,055.22
16 E. 30th #12	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 433.08	$ 49,488.30
2105 W. Twohig, Apt A	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 592.58	$ 50,080.88
225 E. 6th, Apt 2	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 726.50	$ 50,807.38
200 W. 1st	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 949.00	$ 51,756.38
216 S. Filmore, Apt A	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 554.92	$ 52,311.30
211 W. 1st #5	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 547.42	$ 52,858.72
16 E. 30th, Apt 6	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 429.75	$ 53,288.47
17 W. 31st, Apt 24	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 777.84	$ 54,066.31
102 Maryland, Apt 12	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 9.92	$ 54,076.23
16 E. 30th, #11	Sep-15	Cash-State share of medicaid and General Revenue for uninsured	$ 479.32	$ 54,555.55

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* 1. Cash 2. Foregone Taxes, Fees, Charges 3. Appraised Land/Real Property 4. Required Infrastructure 5. Site Preparation, Construction Materials, Donated Labor 6. Bond Financing

City of San Angelo
PUBLIC NOTICE

2014 Consolidated Annual Performance and Evaluation Report (CAPER) Notice of Availability

Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs

The Neighborhood & Family Services Department (NFS) of the City of San Angelo has prepared the Consolidated Annual Performance and Evaluation Report (CAPER) for October 1, 2014 through September 30, 2015. The CAPER discusses accomplishments and performance of each program in relation to the priorities and strategies in the 2010-2014 Consolidated Plan.

COPIES OF THE CAPER ARE AVAILABLE FOR REVIEW AT THE FOLLOWING LOCATIONS: Southside Recreation Center, 2750 Ben Ficklin Road; Santa Fe Crossing Senior Center, 702 South Chadbourne; City Clerk's Office, 72 W. College; Neighborhood & Family Support Office, 52 W. College; and online at www.cosatx.us/chs.

Citizens are encouraged to examine and comment on the report. All comments must be received by 5:00 p.m. on December 15, 2015 at the NFS Office, 52 W. College, San Angelo, TX 76903.

PUBLIC COMMENT PERIOD: November 30, 2015 – December 15, 2015.

In person comments will be accepted by the City Council at its regular meeting during a scheduled **Public Hearing at the McNease Convention Center, 500 Rio Concho Drive, beginning at 9:00 a.m. on Tuesday, December 15, 2015.**

A summary of all public comments, whether written or oral, made during the comment period will be submitted to the Department of Housing and Urban Development.

FOR MORE INFORMATION CALL
NEIGHBORHOOD & FAMILY SERVICES (325) 655-0824.

Ciudad de San Angelo
NOTICIA PÚBLICA

Informe Anual de Ejecución y Evaluación del Plan Consolidado (CAPER) 2014 Noticia de Disponibilidad

Community Development Block Grant (CDBG) and Subsidio Definido de Desarrollo Comunitario y HOME

El Departamento de Neighborhood & Family Services de la ciudad de San Angelo ha preparado (NFS, por sus siglas inglesas) el Informe Anual de Ejecución y Evaluación del Plan Consolidado (CAPER, por sus siglas inglesas) de 1 de Octubre 2014 a 30 de Septiembre 2015. El CAPER habla del las realizaciones y ejecuciones de cada programa en relación a las prioridades y estrategias en el Plan Consolidado 2010-2014.

COPIAS DEL CAPER ESTÁN DISPONIBLES PARA LA REVISTA EN LOS SIGUIENTES LUGARES: Centro De Recreo Southside, 2750 Ben Ficklin Road; Centro de Ancianos Santa Fe Crossing, 702 South Chadbourne; la Oficina de la Secretaria de la Ciudad (City Clerk), City Hall, 72 w. College; la Oficina NFS, 52 W. College; y en línea a www.cosatx.us/chs.

Los ciudadanos son animados a examinar y comentar sobre el CAPER. Todos los comentarios deben ser recibidos antes de las 5:00 p.m. el 15 de Diciembre 2015 en el Departamento del Neighborhood & Family Services, 52 W. College, San Angelo, TX 76903.

PERÍODO PARA COMENTARIOS PÚBLICO: 30 de Noviembre a 15 de Diciembre de 2015.

Comentarios en persona se aceptaran por el Concilio de la Ciudad en junta regular durante una Público Audiencia en el McNease Convention Center, 500 Rio Concho Drive, comenzando a las 9:00 a.m. en Martes, 15 de Diciembre 2015.

Un sumario de todos los comentarios públicos, escritos o en persona, hechos durante el período para comentarios serán sometidas al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas inglesas).

PARA OBTENER MÁS INFORMACIÓN LLAME A NEIGHBORHOOD & FAMILY SERVICES (325) 655-0824.FOR MORE INFORMATION CALL NEIGHBORHOOD & FAMILY SERVICES (325) 655-0824.

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 6/12/1998 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Unprogrammed Funds (22)
National Objective:

Initial Funding Date: 09/30/1997
Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$7,328,975.57	$0.00	$0.00
		1990	B90MC480025		$0.00	$876,000.00
		1991	B91MC480025		$0.00	$978,000.00
		1992	B92MC480025		$0.00	$1,021,000.00
		1993	B93MC480025		$0.00	$1,389,000.00
		1994	B94MC480025		$0.00	$1,511,000.00
		1995	B95MC480025		$0.00	$894,499.74
		1996	B96MC480025		$0.00	$619,629.11
		1997	B97MC480025		$0.00	$39,846.72
		2002	B02MC480025		$0.00	$0.00
		2003	B03MC480025		$0.00	$0.00
		2004	B04MC480025		$0.00	$0.00
		2005	B05MC480025		$0.00	$0.00
Total	**Total**			**$7,328,975.57**	**$0.00**	**$7,328,975.57**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		

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Asian White:							0	0		
Black/African American & White:							0	0		
American Indian/Alaskan Native & Black/African American:							0	0		
Other multi-racial:							0	0		
Asian/Pacific Islander:							0	0		
Hispanic:							0	0		
Total:			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:							0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2010
Project: 0005 - Demolition
IDIS Activity: 894 - Demolition Program

Status: Open
Location: 72 W College Ave San Angelo, TX 76903-5814

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04)
National Objective: SBS

Initial Funding Date: 01/06/2011

Description:

The City removes dilapidated structures constituting spot slumblight which are not economically feasible to rehabilitate.
The demolition of structures is ordered through the Dangerous Buildings Program, and the City's Operations Department performs the demolition work.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$26,292.00	$0.00	$0.00
		2011	B11MC480025		$0.00	$3,807.55
		2012	B12MC480025		$0.00	$6,203.24
		2013	B13MC480025		$2,198.00	$2,243.00
		2014	B14MC480025		$1,947.51	$1,947.51
Total	**Total**			**$26,292.00**	**$4,145.51**	**$14,201.30**

Proposed Accomplishments

Housing Units : 5

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2010	No activity. Funds still remain in Demolition Activity 789. Will begin using funds upon completion of Act#789 expenditures.	
2011	No activity. Funds still remain in Demolition Activity 789. Will begin using funds upon completion of Act#789 expenditures. We expect to begin expenditure in 1st Qtr of PY2012.	
2012	1st Quarter - Demolition at Shelton complete. 2nd Quarter - No demolitions 3rd Quarter - No demolitions, Title search only to prep for demo 4th Quarter - 2 demolitions at 125 W Avenue C and 1309 Spaulding	
2014	1st Quarter - No demolitions 2nd Quarter - No demolitions 3rd Quarter - No demolitions 4th Quarter - 1 demolition of 2 buildings	

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PGM Year: 2012
Project: 0003 - CHS Housing Rehabilitation Program
IDIS Activity: 1160 - Rehab - 110 E. Avenue H

Status: Completed 9/30/2013 12:00:00 AM
Location: 110 E Avenue H San Angelo, TX 76903-7527

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/26/2012

Description:

Complete minor housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,847.00	$0.00	$0.00
		2012	B12MC480025		$0.00	$3,801.00
		2013	B13MC480025		$46.00	$46.00
Total	**Total**			**$3,847.00**	**$46.00**	**$3,847.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**

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Female-headed Households:	1	0	1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	Rehab - Install siding,remove window and close-up rough opening,replace lock to existing sliding door, replace broken window, install heat-vent-light fixture in bathreeom, paint exterior, remove and install handicap shower	

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PGM Year: 2013
Project: 0001 - CDBG Administration
IDIS Activity: 1253 - CDBG Admin

Status: Completed 1/12/2015 5:05:42 PM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 02/14/2014

Description:

Staff and related costs required for overall program management, coordination, monitoring, reporting,and evaluation of CDBG programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$99,423.06	$0.00	$0.00
		2012	B12MC480025		$0.00	$35,327.00
		2013	B13MC480025		$0.00	$64,096.06
	PI	Pre-2015		$42,348.94	$0.00	$0.00
		2013	B13MC480025		$0.00	$42,348.94
Total	**Total**			**$141,772.00**	**$0.00**	**$141,772.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

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PGM Year: 2013
Project: 0002 - Rehab Administration
IDIS Activity: 1254 - Rehab Admin

Status: Completed 1/12/2015 5:05:50 PM
Location: 72 W College Ave San Angelo, TX 76903-5814

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehabilitation Administration (14H)
National Objective: LMH

Initial Funding Date: 02/14/2014

Description:

Staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation of CDBG rehabilitation programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$109,167.42	$0.00	$0.00
		2012	B12MC480025		$0.00	$39,451.84
		2013	B13MC480025		$0.00	$69,715.58
	PI	Pre-2015		$12,679.62	$0.00	$0.00
		2013	B13MC480025		$0.00	$12,679.62
Total	**Total**			**$121,847.04**	**$0.00**	**$121,847.04**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Administrative costs associated with administering the 2013 Rehab Program. Costs include training, certifications, salaries, benefits, and supplies.	

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PGM Year: 2013
Project: 0003 - Rehab - Neighborhood Blitz Projects
IDIS Activity: 1352 - Rehab - 708 W. 18th

Status: Completed 9/30/2014 12:00:00 AM
Location: 708 W 18th St San Angelo, TX 76903-4516

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/26/2014

Description:

Complete housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$25,288.00	$0.00	$0.00
		2013	B13MC480025		$439.00	$25,288.00
Total	**Total**			**$25,288.00**	**$439.00**	**$25,288.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

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Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Install siding and paint exterior, install new wheelchair ramp, replace all windows, install new door from kitchen into utility room, install entrance door in utility room, install drywall and paint, install dryer outlet/circuit, light fixture, replace electrical service to 200 amp, install new 110v duplex/20, install new washer box, water supply lines, valves, drain line, insulate attic and exterior walls.	

DRAFT

PGM Year: 2013
Project: 0003 - Rehab - Neighborhood Blitz Projects
IDIS Activity: 1357 - Rental Rehab - 420 N. Emerson

Status: Completed 9/30/2015 12:00:00 AM
Location: 420 N Emerson St San Angelo, TX 76903-4942

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/30/2014

Description:

Complete housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$26,741.00	$0.00	$0.00
		2013	B13MC480025		$1,906.00	$26,396.00
		2014	B14MC480025		$345.00	$345.00
Total	**Total**			**$26,741.00**	**$2,251.00**	**$26,741.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	1	1	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**1**	**1**	**1**	**1**	**0**	**0**

DRAFT

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	1	1	0
Non Low Moderate	0	0	0	0
Total	0	1	1	0
Percent Low/Mod		100.0%	100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Removed door on south wall of bathroom, replace subflooring, remove window, install new bathtub/shower, replace commode, Bedroom 1, install new door, remove west side door; install siding & paint, replace 14 windows, widen door opening from hallway to kitchen, replace electric main service to 200 amp, new lavatory, repair sewer line leak.	

DRAFT

PGM Year: 2014
Project: 0001 - CD Admin
IDIS Activity: 1358 - CD Admin

Status: Completed 9/30/2015 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 01/05/2015

Description:

Staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation of CDBG programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$93,729.53	$0.00	$0.00
		2013	B13MC480025		$19,583.92	$19,583.92
		2014	B14MC480025		$74,145.61	$74,145.61
	PI	Pre-2015		$43,731.47	$0.00	$0.00
		2014	B14MC480025		$43,731.47	$43,731.47
Total	**Total**			**$137,461.00**	**$137,461.00**	**$137,461.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		

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Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	**Owner**	**Renter**	**Total**	**Person**
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2014
Project: 0002 - Rehab Admin
IDIS Activity: 1359 - Rehab Admin

Status: Completed 9/30/2015 12:00:00 AM
Location: 72 W College Ave San Angelo, TX 76903-5814

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehabilitation Administration (14H)
National Objective: LMH

Initial Funding Date: 01/05/2015

Description:

Will fund salaries and benefits for program staff and provide funds for operating the Rehab programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$119,950.00	$0.00	$0.00
		2013	B13MC480025		$30,489.00	$30,489.00
		2014	B14MC480025		$89,461.00	$89,461.00
Total	**Total**			**$119,950.00**	**$119,950.00**	**$119,950.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	General administration of the rehab program.	

DRAFT

PGM Year: 2014
Project: 0005 - Code Compliance
IDIS Activity: 1360 - Code Compliance

Status: Completed 9/30/2015 12:00:00 AM
Location: 72 W College Ave San Angelo, TX 76903-5814

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Code Enforcement (15)
National Objective: LMA

Initial Funding Date: 01/05/2015

Description:

Funds the salary and benefits for a City of San Angelo Code Compliance Officer.
This officer will be assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in lowmoderate income areas defined by the 2010 Census.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$42,726.03	$0.00	$0.00
		2013	B13MC480025		$8,535.08	$8,535.08
		2014	B14MC480025		$34,190.95	$34,190.95
Total	**Total**			**$42,726.03**	**$42,726.03**	**$42,726.03**

Proposed Accomplishments

Housing Units : 2,500
Total Population in Service Area: 34,735
Census Tract Percent Low / Mod: 56.28

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	1st Qtr - 906 Violations 2nd Qtr - 1200 Violations 3rd Qtr - 769 violations (missing April totals) 4th Qtr -	

DRAFT

PGM Year: 2014
Project: 0006 - Debt Service
IDIS Activity: 1361 - Section 108 Loan

Status: Completed 9/30/2015 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Planned Repayment of Section 108 Loan Principal (19F)
National Objective:

Initial Funding Date: 01/05/2015

Description:

Repayment of the Section 108 Loan for Rio Vista Park Renovation and the Producers Park Development.
This loan totaling $2,035,000 plus interest will be paid back over period not to exceed 20 years.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$149,995.80	$0.00	$0.00
		2014	B14MC480025		$149,995.80	$149,995.80
Total	**Total**			**$149,995.80**	**$149,995.80**	**$149,995.80**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

DRAFT

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

DRAFT

PGM Year: 2014
Project: 0007 - Helping Hands
IDIS Activity: 1362 - Helping Hands

Status: Open
Location: 1215 E 24th 1/2 St San Angelo, TX 76903-2738

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/05/2015

Description:

Provide minor rehab assistance for low to moderate income elderly households.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$11,506.33	$0.00	$0.00
		2014	B14MC480025		$11,506.33	$11,506.33
Total	**Total**			**$11,506.33**	**$11,506.33**	**$11,506.33**

Proposed Accomplishments

Housing Units : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	12	7	0	0	12	7	0	0
Black/African American:	2	0	0	0	2	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**14**	**7**	**0**	**0**	**14**	**7**	**0**	**0**
Female-headed Households:	11		0		11			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	13	0	13	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	14	0	14	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Provide minor repairs to 14 elderly households that consisted of painting, siding, flooring, ramps, and other various minor repairs.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1363 - E.R. - 27 E 19th

Status: Completed 1/12/2015 5:05:09 PM
Location: 27 E 19th St San Angelo, TX 76903-3847

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/08/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,260.00	$0.00	$0.00
		2013	B13MC480025		$3,260.00	$3,260.00
Total	**Total**			**$3,260.00**	**$3,260.00**	**$3,260.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgraded electrical system due to faulty wiring and safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1364 - E.R. - 1611 Austin

Status: Completed 1/12/2015 5:05:00 PM
Location: 1611 Austin St San Angelo, TX 76903-8318

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,643.90	$0.00	$0.00
		2013	B13MC480025		$3,643.90	$3,643.90
Total	**Total**			**$3,643.90**	**$3,643.90**	**$3,643.90**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired gas leak that posed a safety hazard. Gas service turned off by Atmos Energy.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1365 - E.R. - 1647 Wynne

Status: Completed 1/12/2015 5:04:52 PM
Location: 1647 Wynne Ave San Angelo, TX 76905-8133

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,653.56	$0.00	$0.00
		2013	B13MC480025		$2,653.56	$2,653.56
Total	**Total**			**$2,653.56**	**$2,653.56**	**$2,653.56**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced collapsed sewer lines which posed a health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1366 - E.R. - 84 E 33rd St

Status: Completed 1/12/2015 5:04:42 PM
Location: 84 E 33rd St San Angelo, TX 76903-2150

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,000.00	$0.00	$0.00
		2013	B13MC480025		$2,000.00	$2,000.00
Total	**Total**			**$2,000.00**	**$2,000.00**	**$2,000.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced collapsed sewer lines that posed a health hazard.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1367 - Rehab Blitz - 710 E. Harris

Status: Completed 5/13/2015 11:50:08 AM
Location: 710 E Harris Ave San Angelo, TX 76903-5604

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$7,969.00	$0.00	$0.00
		2013	B13MC480025		$7,969.00	$7,969.00
Total	**Total**			**$7,969.00**	**$7,969.00**	**$7,969.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, fascia, and soffit to exterior. Property will be painted during 2015 Paint Blitz.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1368 - E.R. - 1807 Wilson

Status: Completed 1/12/2015 5:04:31 PM
Location: 1807 Wilson St San Angelo, TX 76901-1125

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$145.22	$0.00	$0.00
		2013	B13MC480025		$145.22	$145.22
Total	**Total**			**$145.22**	**$145.22**	**$145.22**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired Heating unit for elderly household. Lack of heat posed safety hazard in freezing temperatures.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1369 - Rehab Blitz - 821 E Harris

Status: Completed 5/13/2015 11:49:57 AM
Location: 821 E Harris Ave San Angelo, TX 76903-5605

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$9,830.00	$0.00	$0.00
		2013	B13MC480025		$9,780.00	$9,780.00
		2014	B14MC480025		$50.00	$50.00
Total	**Total**			**$9,830.00**	**$9,830.00**	**$9,830.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**

DRAFT

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, fascia, and soffit to exterior. Property will be painted during 2015 Paint Blitz.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1370 - Rehab Blitz - 1424 E Harris

Status: Completed 1/12/2015 5:04:22 PM
Location: 1424 E Harris Ave San Angelo, TX 76903-6114

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$9,600.00	$0.00	$0.00
		2013	B13MC480025		$9,600.00	$9,600.00
Total	**Total**			**$9,600.00**	**$9,600.00**	**$9,600.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace siding and soffit and fascia for one single family household.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1371 - Rehab Blitz - 722 E Harris

Status: Completed 1/12/2015 5:04:10 PM
Location: 722 E Harris Ave San Angelo, TX 76903-5604

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$9,181.00	$0.00	$0.00
		2013	B13MC480025		$9,181.00	$9,181.00
Total	**Total**			**$9,181.00**	**$9,181.00**	**$9,181.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia, repair breaker box, reroute electrical service and new line to dryer.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1372 - Rehab Blitz - 1515 E Harris

Status: Completed 1/12/2015 5:03:59 PM
Location: 1515 E Harris Ave San Angelo, TX 76903-6115

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,000.00	$0.00	$0.00
		2013	B13MC480025		$1,000.00	$1,000.00
Total	**Total**			**$1,000.00**	**$1,000.00**	**$1,000.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repairs on soffit & fascia, replaced corners and trim.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1373 - Rehab Blitz - 1211 E Harris

Status: Completed 1/12/2015 5:03:48 PM
Location: 1211 E Harris Ave San Angelo, TX 76903-6109

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,799.00	$0.00	$0.00
		2013	B13MC480025		$6,799.00	$6,799.00
Total	**Total**			**$6,799.00**	**$6,799.00**	**$6,799.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and facia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1374 - Rehab Blitz - 506 E Harris

Status: Completed 1/12/2015 5:03:35 PM
Location: 506 E Harris Ave San Angelo, TX 76903-5508

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$9,413.00	$0.00	$0.00
		2013	B13MC480025		$9,413.00	$9,413.00
Total	**Total**			**$9,413.00**	**$9,413.00**	**$9,413.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia. Also repaired busted water line.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1375 - Rehab Blitz - 705 E Harris

Status: Completed 1/12/2015 5:03:26 PM
Location: 705 E Harris Ave San Angelo, TX 76903-5603

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,900.00	$0.00	$0.00
		2013	B13MC480025		$5,900.00	$5,900.00
Total	**Total**			**$5,900.00**	**$5,900.00**	**$5,900.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, soffit, and fascia to exterior.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1376 - Rehab Blitz - 806 E Harris

Status: Completed 1/12/2015 5:03:15 PM
Location: 806 E Harris Ave San Angelo, TX 76903-5606

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$7,460.00	$0.00	$0.00
		2013	B13MC480025		$6,026.32	$6,026.32
		2014	B14MC480025		$1,433.68	$1,433.68
Total	**Total**			**$7,460.00**	**$7,460.00**	**$7,460.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**

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Female-headed Households:	1	0	1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1377 - E.R. - 105 S Baze

Status: Completed 1/12/2015 5:02:17 PM
Location: 105 S Baze St San Angelo, TX 76903-6001

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,232.00	$0.00	$0.00
		2014	B14MC480025		$1,232.00	$1,232.00
Total	**Total**			**$1,232.00**	**$1,232.00**	**$1,232.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired sewer lines that posed a health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1378 - E.R. - 23 E 23rd

Status: Completed 1/12/2015 5:02:04 PM
Location: 23 E 23rd St San Angelo, TX 76903-2930

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$625.00	$0.00	$0.00
		2014	B14MC480025		$625.00	$625.00
Total	**Total**			**$625.00**	**$625.00**	**$625.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace and relocate gas water heater due to leak and safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1379 - E.R. - 1903 S Randolph

Status: Completed 1/12/2015 5:01:54 PM
Location: 1903 S Randolph St San Angelo, TX 76903-8457

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$669.25	$0.00	$0.00
		2014	B14MC480025		$669.25	$669.25
Total	**Total**			**$669.25**	**$669.25**	**$669.25**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced broken water lines due to health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1380 - E.R. - 802 Pulliam

Status: Completed 5/13/2015 11:48:30 AM
Location: 802 Pulliam St San Angelo, TX 76903-4921

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,329.96	$0.00	$0.00
		2014	B14MC480025		$2,329.96	$2,329.96
Total	**Total**			**$2,329.96**	**$2,329.96**	**$2,329.96**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced faulty electrical service due to fire hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1381 - E.R. - 3069 Travis

Status: Completed 5/13/2015 11:48:22 AM
Location: 3069 Travis St San Angelo, TX 76903-2277

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 01/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$890.05	$0.00	$0.00
		2014	B14MC480025		$890.05	$890.05
Total	**Total**			**$890.05**	**$890.05**	**$890.05**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced gas valve to central unit in order to provide heat to the home.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1387 - E.R. - 2104 S. Randolph

Status: Completed 5/13/2015 11:48:14 AM
Location: 2104 S Randolph St San Angelo, TX 76903-8852

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,880.00	$0.00	$0.00
		2014	B14MC480025		$4,880.00	$4,880.00
Total	**Total**			**$4,880.00**	**$4,880.00**	**$4,880.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Installed toilet and repaired/stabilized flooring.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1388 - E.R. - 2434 Dallas

Status: Completed 5/13/2015 11:48:05 AM
Location: 2434 Dallas St San Angelo, TX 76901-2426

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,344.15	$0.00	$0.00
		2014	B14MC480025		$4,344.15	$4,344.15
Total	**Total**			**$4,344.15**	**$4,344.15**	**$4,344.15**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced damaged sewer line which posed a health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1389 - E.R. - 27 W. 11th

Status: Completed 5/13/2015 11:47:57 AM
Location: 27 W 11th St San Angelo, TX 76903-5338

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,972.20	$0.00	$0.00
		2014	B14MC480025		$1,972.20	$1,972.20
Total	**Total**			**$1,972.20**	**$1,972.20**	**$1,972.20**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace leaking gas lines which posed a health and safety hazard.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1390 - Rehab Blitz - 509 E Harris

Status: Completed 5/13/2015 11:49:46 AM
Location: 509 E Harris Ave San Angelo, TX 76903-5507

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,664.00	$0.00	$0.00
		2014	B14MC480025		$5,664.00	$5,664.00
Total	**Total**			**$5,664.00**	**$5,664.00**	**$5,664.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1391 - Rehab Blitz - 436 E Harris

Status: Completed 9/30/2015 12:00:00 AM
Location: 436 E Harris Ave San Angelo, TX 76903-3608

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$11,094.00	$0.00	$0.00
		2014	B14MC480025		$11,094.00	$11,094.00
Total	**Total**			**$11,094.00**	**$11,094.00**	**$11,094.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1392 - E.R. - 2417 Rainey

Status: Completed 5/13/2015 11:47:20 AM
Location: 2417 Raney St San Angelo, TX 76901-1427

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$655.57	$0.00	$0.00
		2014	B14MC480025		$655.57	$655.57
Total	**Total**			**$655.57**	**$655.57**	**$655.57**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced toilet and flange due to health hazard caused by leak.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1393 - E.R. - 510 W Avenue N

Status: Completed 5/13/2015 11:47:12 AM
Location: 510 W Avenue N San Angelo, TX 76903-8353

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,800.00	$0.00	$0.00
		2014	B14MC480025		$1,800.00	$1,800.00
Total	**Total**			**$1,800.00**	**$1,800.00**	**$1,800.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired sewer line and drain lines due to health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1394 - E.R. - 1103 Spaulding

Status: Completed 7/24/2015 2:50:30 PM
Location: 1103 Spaulding St San Angelo, TX 76903-4934

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,300.00	$0.00	$0.00
		2014	B14MC480025		$4,300.00	$4,300.00
Total	**Total**			**$4,300.00**	**$4,300.00**	**$4,300.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired gas leak and installed new gas water heater due to health/safety concern.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1395 - E.R. - 708 W. 18th

Status: Completed 5/13/2015 11:47:47 AM
Location: 708 W 18th St San Angelo, TX 76903-4516

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$482.05	$0.00	$0.00
		2014	B14MC480025		$482.05	$482.05
Total	**Total**			**$482.05**	**$482.05**	**$482.05**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired electrical short in wall outlets which posed a safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1396 - E.R. - 806 E. 21st

Status: Completed 5/13/2015 11:47:38 AM
Location: 806 E 21st St San Angelo, TX 76903-3541

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,100.00	$0.00	$0.00
		2014	B14MC480025		$1,100.00	$1,100.00
Total	**Total**			**$1,100.00**	**$1,100.00**	**$1,100.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired gas leakand installed gas space heater due to health/safety hazard	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1397 - E.R. - 410 W Avenue T

Status: Completed 5/13/2015 11:47:30 AM
Location: 410 W Avenue T San Angelo, TX 76903-8831

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,400.00	$0.00	$0.00
		2014	B14MC480025		$2,400.00	$2,400.00
Total	**Total**			**$2,400.00**	**$2,400.00**	**$2,400.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced sewer line from house to tap due to leak causing health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1398 - E.R. - 1310 Mayse

Status: Completed 5/13/2015 11:46:34 AM
Location: 1310 Mayse St San Angelo, TX 76903-6618

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$650.00	$0.00	$0.00
		2014	B14MC480025		$650.00	$650.00
Total	**Total**			**$650.00**	**$650.00**	**$650.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaces kitchen drain line and repaired water leak.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1399 - Rehab Blitz - 1622 E Harris

Status: Completed 5/13/2015 11:49:27 AM
Location: 1622 E Harris Ave San Angelo, TX 76905-6204

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,480.00	$0.00	$0.00
		2014	B14MC480025		$6,480.00	$6,480.00
Total	**Total**			**$6,480.00**	**$6,480.00**	**$6,480.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1400 - Rehab Blitz - 1313 Preusser

Status: Completed 5/13/2015 11:49:18 AM
Location: 1313 Preusser St San Angelo, TX 76903-5016

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,129.00	$0.00	$0.00
		2014	B14MC480025		$6,129.00	$6,129.00
Total	**Total**			**$6,129.00**	**$6,129.00**	**$6,129.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1401 - Rehab Blitz - 10 S Emerson

Status: Completed 5/13/2015 11:49:09 AM
Location: 10 S Emerson St San Angelo, TX 76903-5669

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,623.00	$0.00	$0.00
		2014	B14MC480025		$5,623.00	$5,623.00
Total	**Total**			**$5,623.00**	**$5,623.00**	**$5,623.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1402 - E.R. - 1822 Magnolia

Status: Completed 5/13/2015 11:46:23 AM
Location: 1822 Magnolia St San Angelo, TX 76905-4340

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,800.00	$0.00	$0.00
		2014	B14MC480025		$4,800.00	$4,800.00
Total	**Total**			**$4,800.00**	**$4,800.00**	**$4,800.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgraded faulty electrical system due to safety/fire hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1403 - E.R. - 213 W Avenue O

Status: Completed 5/13/2015 11:46:06 AM
Location: 213 W Avenue O San Angelo, TX 76903-8442

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,421.88	$0.00	$0.00
		2014	B14MC480025		$3,421.88	$3,421.88
Total	**Total**			**$3,421.88**	**$3,421.88**	**$3,421.88**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced gas lines, brought water heater up to code, and installed two gas space heaters.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1404 - E.R. - 204 E. 22nd

Status: Completed 5/13/2015 11:45:56 AM
Location: 204 E 22nd St San Angelo, TX 76903-3037

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,900.00	$0.00	$0.00
		2014	B14MC480025		$1,900.00	$1,900.00
Total	**Total**			**$1,900.00**	**$1,900.00**	**$1,900.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired gas leak, installed one space heater and replaced gas water heater.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1405 - E.R. - 5503 Gas Plant Rd

Status: Completed 5/13/2015 11:45:46 AM
Location: 5503 S Gas Plant Rd San Angelo, TX 76904-9674

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,749.00	$0.00	$0.00
		2014	B14MC480025		$5,749.00	$5,749.00
Total	**Total**			**$5,749.00**	**$5,749.00**	**$5,749.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced leaking water lines, ran lines to outside water lines, and replaced sewer lines.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1406 - Rental Rehab - 2430 S Irving

Status: Completed 9/30/2015 12:00:00 AM
Location: 2430 S Irving St San Angelo, TX 76903-8867

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$24,697.31	$0.00	$0.00
		2014	B14MC480025		$24,697.31	$24,697.31
Total	**Total**			**$24,697.31**	**$24,697.31**	**$24,697.31**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	1	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**1**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	1	1	0
Non Low Moderate	0	0	0	0
Total	0	1	1	0
Percent Low/Mod		100.0%	100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, build front and rear porch, sidewalk, drywall ceiling and walls, install a/c unit, attic and wall insulation, install hot water heater.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1407 - Rehab Blitz - 1117 Koberlin

Status: Completed 5/13/2015 11:48:53 AM
Location: 1117 Koberlin St San Angelo, TX 76903-4952

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,900.00	$0.00	$0.00
		2014	B14MC480025		$5,900.00	$5,900.00
Total	**Total**			**$5,900.00**	**$5,900.00**	**$5,900.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1408 - Rehab Blitz - 723 Tarver

Status: Completed 5/13/2015 11:48:45 AM
Location: 723 Tarver St San Angelo, TX 76903-5674

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,600.00	$0.00	$0.00
		2014	B14MC480025		$3,600.00	$3,600.00
Total	**Total**			**$3,600.00**	**$3,600.00**	**$3,600.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1409 - Rehab Blitz - 938 E Harris

Status: Completed 7/24/2015 2:50:05 PM
Location: 938 E Harris Ave San Angelo, TX 76903-5608

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$11,340.00	$0.00	$0.00
		2014	B14MC480025		$11,340.00	$11,340.00
Total	**Total**			**$11,340.00**	**$11,340.00**	**$11,340.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1410 - Rehab Blitz - 1503 Pruesser

Status: Completed 5/13/2015 11:45:34 AM
Location: 1503 Preusser St San Angelo, TX 76903-5020

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,284.40	$0.00	$0.00
		2014	B14MC480025		$5,284.40	$5,284.40
Total	**Total**			**$5,284.40**	**$5,284.40**	**$5,284.40**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1411 - Rehab Blitz - 1319 Koberlin

Status: Completed 5/13/2015 11:45:11 AM
Location: 1319 Koberlin St San Angelo, TX 76903-5008

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,999.00	$0.00	$0.00
		2014	B14MC480025		$4,999.00	$4,999.00
Total	**Total**			**$4,999.00**	**$4,999.00**	**$4,999.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	install exterior soffit, fascia, and siding.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1412 - Rehab Blitz - 1230 Pruesser

Status: Completed 5/13/2015 11:44:59 AM
Location: 1230 Preusser St San Angelo, TX 76903-5015

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 05/07/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,608.00	$0.00	$0.00
		2014	B14MC480025		$4,608.00	$4,608.00
Total	**Total**			**$4,608.00**	**$4,608.00**	**$4,608.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install exterior siding, soffit, and fascia.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1420 - E.R. - 1724 W. Avenue J

Status: Completed 7/24/2015 2:49:49 PM
Location: 1724 W Avenue J San Angelo, TX 76901-4305

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,035.12	$0.00	$0.00
		2014	B14MC480025		$1,035.12	$1,035.12
Total	**Total**			**$1,035.12**	**$1,035.12**	**$1,035.12**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired electrical meter due to safety/fire hazard.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1421 - Rehab Blitz - 20 S Pope

Status: Completed 7/24/2015 2:49:37 PM
Location: 20 S Pope St San Angelo, TX 76903-5671

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$8,750.00	$0.00	$0.00
		2014	B14MC480025		$8,750.00	$8,750.00
Total	**Total**			**$8,750.00**	**$8,750.00**	**$8,750.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding and paint	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1422 - Rehab Blitz - 914 Preusser

Status: Completed 7/24/2015 2:49:15 PM
Location: 914 Preusser St San Angelo, TX 76903-5632

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$7,300.00	$0.00	$0.00
		2014	B14MC480025		$7,300.00	$7,300.00
Total	**Total**			**$7,300.00**	**$7,300.00**	**$7,300.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding and paint exterior	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1423 - Rehab Blitz - 431 Preusser

Status: Completed 7/24/2015 2:49:07 PM
Location: 431 Preusser St San Angelo, TX 76903-3617

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$10,417.00	$0.00	$0.00
		2014	B14MC480025		$10,417.00	$10,417.00
Total	**Total**			**$10,417.00**	**$10,417.00**	**$10,417.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, soffit, fascia, caulk, & paint exterior.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1424 - Rehab Blitz - 1422 Koberlin

Status: Completed 7/24/2015 2:48:56 PM
Location: 1422 Koberlin St San Angelo, TX 76903-5011

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,167.00	$0.00	$0.00
		2014	B14MC480025		$6,167.00	$6,167.00
Total	**Total**			**$6,167.00**	**$6,167.00**	**$6,167.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, soffit, fascia, caulk, & paint exterior.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1425 - Rehab Blitz - 825 Koberlin

Status: Completed 7/24/2015 2:48:48 PM
Location: 825 Koberlin St San Angelo, TX 76903-4946

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$8,732.00	$0.00	$0.00
		2014	B14MC480025		$8,732.00	$8,732.00
Total	**Total**			**$8,732.00**	**$8,732.00**	**$8,732.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, soffit, fascia, caulk, & paint exterior.	

DRAFT

PGM Year: 2014
Project: 0003 - Housing Rehabilitation
IDIS Activity: 1426 - Rehab Blitz - 1417 spaulding

Status: Completed 9/30/2015 12:00:00 AM
Location: 1417 Spaulding St San Angelo, TX 76903-5034

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete siding repair and paint for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$9,375.26	$0.00	$0.00
		2014	B14MC480025		$9,375.26	$9,375.26
Total	**Total**			**$9,375.26**	**$9,375.26**	**$9,375.26**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Install siding, soffit, fascia, caulk, & paint exterior.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1427 - E.R. - 3233 Red Bluff Rd

Status: Completed 7/24/2015 2:48:29 PM
Location: 3233 Red Bluff Rd W San Angelo, TX 76904-7853

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$5,000.00	$0.00	$0.00
		2014	B14MC480025		$5,000.00	$5,000.00
Total	**Total**			**$5,000.00**	**$5,000.00**	**$5,000.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Connect sewer line to city services for health/safety.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1428 - E.R. - 1414 N Jefferson

Status: Completed 7/24/2015 2:48:15 PM
Location: 1414 N Jefferson St San Angelo, TX 76901-1504

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,100.00	$0.00	$0.00
		2014	B14MC480025		$2,100.00	$2,100.00
Total	**Total**			**$2,100.00**	**$2,100.00**	**$2,100.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgrade electrical system due to fire/safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1429 - E.R. - 2530 Paint Rock Rd

Status: Completed 7/24/2015 2:48:04 PM
Location: 2530 Paint Rock Rd San Angelo, TX 76905-8214

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,822.25	$0.00	$0.00
		2014	B14MC480025		$1,822.25	$1,822.25
Total	**Total**			**$1,822.25**	**$1,822.25**	**$1,822.25**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgrade electrical system due to fire/safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1430 - E.R. - 1009 E. 21st

Status: Completed 7/24/2015 2:47:55 PM
Location: 1009 E 21st St San Angelo, TX 76903-3120

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,200.00	$0.00	$0.00
		2014	B14MC480025		$4,200.00	$4,200.00
Total	**Total**			**$4,200.00**	**$4,200.00**	**$4,200.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgrade electrical system due to fire hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1431 - E.R. - 512 Ellis

Status: Completed 7/24/2015 2:47:46 PM
Location: 512 Ellis St San Angelo, TX 76903-4824

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,000.00	$0.00	$0.00
		2014	B14MC480025		$1,000.00	$1,000.00
Total	**Total**			**$1,000.00**	**$1,000.00**	**$1,000.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced leaking water lines that posed a health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1432 - E.R. - 729 Murphy

Status: Completed 7/24/2015 2:47:39 PM
Location: 729 Murphy St San Angelo, TX 76903-8767

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,585.86	$0.00	$0.00
		2014	B14MC480025		$1,585.86	$1,585.86
Total	**Total**			**$1,585.86**	**$1,585.86**	**$1,585.86**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced gas water heater and brought up to code due to health/safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1433 - E.R. - 2006 Gunter

Status: Completed 9/30/2015 12:00:00 AM
Location: 2006 Gunter St San Angelo, TX 76903-8425

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,056.31	$0.00	$0.00
		2014	B14MC480025		$3,056.31	$3,056.31
Total	**Total**			**$3,056.31**	**$3,056.31**	**$3,056.31**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace gas lines due to gas leak.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1434 - E.R. - 1404 Millspaugh

Status: Completed 7/24/2015 2:41:15 PM
Location: 1404 Millspaugh St San Angelo, TX 76901-2349

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$85.00	$0.00	$0.00
		2014	B14MC480025		$85.00	$85.00
Total	**Total**			**$85.00**	**$85.00**	**$85.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repaired gas water heater due to safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1435 - E.R. - 406 S. Parkway

Status: Completed 7/24/2015 2:40:52 PM
Location: 406 S Parkway St San Angelo, TX 76901-3164

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,661.75	$0.00	$0.00
		2014	B14MC480025		$3,661.75	$3,661.75
Total	**Total**			**$3,661.75**	**$3,661.75**	**$3,661.75**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced collapsed sewer lines due to health hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1436 - E.R. - 2123 Field St.

Status: Completed 7/24/2015 2:40:40 PM
Location: 2123 Field St San Angelo, TX 76901-1255

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 07/20/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$378.12	$0.00	$0.00
		2014	B14MC480025		$378.12	$378.12
Total	**Total**			**$378.12**	**$378.12**	**$378.12**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Repair control board on HVAC unit.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1438 - E.R. - 2001 Brown St

Status: Completed 9/30/2015 12:00:00 AM
Location: 2001 Brown St San Angelo, TX 76903-3707

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$6,706.72	$0.00	$0.00
		2014	B14MC480025		$6,706.72	$6,706.72
Total	**Total**			**$6,706.72**	**$6,706.72**	**$6,706.72**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace water and sewer lines, install ADA shower and commode.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1439 - E.R. - 1317 Richard

Status: Completed 9/30/2015 12:00:00 AM
Location: 1317 Richard St San Angelo, TX 76905-8031

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$4,808.00	$0.00	$0.00
		2014	B14MC480025		$4,808.00	$4,808.00
Total	**Total**			**$4,808.00**	**$4,808.00**	**$4,808.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace sewer lines due to health hazard	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1440 - E.R. - 3803 Travis

Status: Completed 9/30/2015 12:00:00 AM
Location: 3803 Travis St San Angelo, TX 76903-2251

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$591.71	$0.00	$0.00
		2014	B14MC480025		$591.71	$591.71
Total	**Total**			**$591.71**	**$591.71**	**$591.71**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Upgrade electrical circuit die to safety hazard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1441 - E.R. - 1502 Mission

Status: Completed 9/30/2015 12:00:00 AM
Location: 1502 Mission St San Angelo, TX 76905-8123

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,106.75	$0.00	$0.00
		2014	B14MC480025		$1,106.75	$1,106.75
Total	**Total**			**$1,106.75**	**$1,106.75**	**$1,106.75**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace leaking water lines due to health hazard	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1442 - E.R. - 422 E. Harris

Status: Completed 9/30/2015 12:00:00 AM
Location: 422 E Harris Ave San Angelo, TX 76903-3608

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,771.80	$0.00	$0.00
		2014	B14MC480025		$1,771.80	$1,771.80
Total	**Total**			**$1,771.80**	**$1,771.80**	**$1,771.80**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace water line to 4" main line in back yard.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1443 - E.R. - 3065 Travis

Status: Completed 9/30/2015 12:00:00 AM
Location: 3065 Travis St San Angelo, TX 76903-2277

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/28/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$1,894.00	$0.00	$0.00
		2014	B14MC480025		$1,894.00	$1,894.00
Total	**Total**			**$1,894.00**	**$1,894.00**	**$1,894.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Connect sewer line to city tap.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1444 - E.R. - 411 S. Parkway

Status: Completed 11/11/2015 11:09:27 AM
Location: 411 S Parkway St San Angelo, TX 76901-3163

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/30/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,079.06	$0.00	$0.00
		2014	B14MC480025		$3,079.06	$3,079.06
Total	**Total**			**$3,079.06**	**$3,079.06**	**$3,079.06**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace sewer line and repair central heat/air.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1445 - E.R. - 2764 Southwestern

Status: Completed 10/1/2015 12:00:00 AM
Location: 2764 Southwestern Ave San Angelo, TX 76904-5336

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/30/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$720.24	$0.00	$0.00
		2014	B14MC480025		$720.24	$720.24
Total	**Total**			**$720.24**	**$720.24**	**$720.24**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replace p-trap and install new water drain due to water leak.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1446 - E.R. - 2121 S. Irving

Status: Completed 10/1/2015 12:00:00 AM
Location: 2121 S Irving St San Angelo, TX 76903-8862

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/30/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$2,900.00	$0.00	$0.00
		2014	B14MC480025		$2,900.00	$2,900.00
Total	**Total**			**$2,900.00**	**$2,900.00**	**$2,900.00**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Replaced electric water heater and enclosed closet.	

DRAFT

PGM Year: 2014
Project: 0004 - Emergency Repairs
IDIS Activity: 1447 - E.R. 10 S. Emerson

Status: Completed 11/11/2015 11:09:11 AM
Location: 10 S Emerson St San Angelo, TX 76903-5669

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 11/09/2015

Description:

Complete an emergency housing repair for one low to moderate income single family household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,515.62	$0.00	$0.00
		2014	B14MC480025		$3,515.62	$3,515.62
Total	**Total**			**$3,515.62**	**$3,515.62**	**$3,515.62**

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**
Female-headed Households:	1		0		1			

DRAFT

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2015	Upgraded electrical service due to electrical hazard	

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Total Funded Amount:	**$8,456,635.84**
Total Drawn Thru Program Year:	**$8,444,545.14**
Total Drawn In Program Year:	**$788,754.74**

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Review, discussion, and possible action on the ordinance and bylaws governing the Animal Shelter Advisory Committee (ASAC) - (Presentation by Neighborhood Services Assistant Director James Flores)

Summary/History:

During the October 6th City Council meeting, council requested a review of the current ASAC bylaws, associated ordinances, and state laws that outline ASAC membership, terms, and duties.

An advisory committee is required by state law to help shelters stay compliant with state requirements and regulations.

> **Section 823.005. Advisory Committee.**
> (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter.
> (b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
> (c) The advisory committee shall meet at least three times a year.

Chapter 2, Art 2.07, Division 18 of City Code of Ordinances creates an Animal Shelter Advisory Committee. The ordinance updated in 2011, outlines advisory authority, sets membership composition with terms, and other matters associated with the governance of the ASAC.

The bylaws developed for the city's ASAC were created on Nov 2000, sets the purpose, outlines membership and meeting schedules, and details the creation of committees and special committees. However, the bylaws are outdated and need to be revised to reflect the ordinance.

Current membership:

- Mayoral representative: Appointed 2nd term 2/13 – no longer eligible to serve
- SMD 1 representative: Appointed 1st term 8/14 – eligible to serve until 1/20 *
- SMD 2 representative: Appointed 2nd term 1/12 – no longer eligible to serve
- SMD 3 representative: Vacant
- SMD 4 representative: Appointed 1st term 8/13 – eligible to serve until 1/17
- SMD 5 representative: Vacant
- SMD 6 representative: Appointed 1st term 4/14 – eligible to serve until 1/20 *

* appointed to unexpired term

Currently, the membership composition as outlined by the city ordinance does not fully conform to state law. The ordinance does not provide full participation of a county/municipal official, nor a person whose duties include the daily operation of an animal shelter since the ordinance has those positions as non-voting. Also, the ordinance sets the number of members at ten (10) which makes it difficult to maintain a quorum.

In addition, staff believes that creating an Animal Shelter Advisory Committee structured like the Water Advisory Board would benefit the city by allowing City Manager to recommend appointments of the most qualified individuals to serve on the committee prior to being

appointed by Council.

Financial Impact:

No financial impact.

Other Information/Recommendation:

Staff requests direction on amending the city ordinance and bylaws to make necessary changes to streamline membership and ensure membership fully complies to state law, and allow city manager to recommend members to ensure the city complies with the correct membership composition.

Attachments:

1.	State law 823	823law.pdf
2.	Matrix comparing ASAC bylaws & ordinances	Matrix Comparing bylaws, ordinance, state law.docx
3.	Recommended ASAC ordinance	ASAC ordinance exhibit A - recommended.docx
4.	ASAC Bylaws	Bylaws.pdf
5.	ASAC Ordinance	ASAC Ordinance 2011.pdf

Presentation:

By NFS Director Bob Salas

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

HEALTH AND SAFETY CODE
TITLE 10. HEALTH AND SAFETY OF ANIMALS
CHAPTER 823. ANIMAL SHELTERS

Section 823.001. Definitions.

In this chapter:

(1) "Animal shelter" means a facility that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

(2) "Board" means the Texas Board of Health.

(3) "Commissioner" means the commissioner of health.

(4) "Department" means the Texas Department of Health.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Section 823.002. Exemption for Certain Counties, Clinics, and Facilities.

This chapter does not apply to:

(1) a county having a population of less than 75,000;

(2) a veterinary medicine clinic; or

(3) a livestock commission facility.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 280, eff. Sept. 1, 1991.

Section 823.003. Standards for Animal Shelters; Criminal Penalty.

(a) Each animal shelter operated in this state shall comply with the standards for:

(1) housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and

(2) animal control officer training adopted under Chapter 829.

(b) An animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.

(c) An animal shelter may not confine healthy animals with sick, injured, or diseased animals.

(d) Each person who operates an animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of this chapter and Chapter 829. The veterinarian shall file copies of the veterinarian's report with the person operating the shelter and with the department on forms prescribed by the department.

(e) The board may require each person operating an animal shelter to keep records of the date and disposition of animals in its custody, to maintain the records on the business premises of the animal shelter, and to make the records available for inspection at reasonable times.

(f) A person commits an offense if the person substantially violates this section. An offense under this subsection is a Class C misdemeanor.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by: Acts 2007, 80th Leg., R.S., Ch. 1331, Sec. 2, eff. September 1, 2007.

Section 823.005. Advisory Committee.

(a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter.

(b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

(c) The advisory committee shall meet at least three times a year.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Section 823.007. Injunction.

A court of competent jurisdiction may, on the petition of any person, prohibit by injunction the substantial violation of this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Section 823.008. Enforcement by County.

(a) A county may enforce this chapter.

(b) This section does not authorize a county to establish standards for operating an animal shelter.

(c) A county may not enforce this chapter at an animal shelter operated by a municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 924, Sec. 1, eff. June 19, 2009.

Section 823.009. Civil Penalty.

(a) A person may not cause, suffer, allow, or permit a violation of this chapter or a rule adopted under this chapter.

(b) A person who violates this chapter or a rule adopted under this chapter shall be assessed a civil penalty. A civil penalty under this chapter may not be less than $100 or more than $500 for each violation and for each day of a continuing violation. This subsection does not apply at an animal shelter operated by a municipality.

(c) If it appears that a person has violated, is violating, or is threatening to violate this chapter or a rule adopted under this chapter, the county or municipality in which the violation occurs may institute a civil suit in district court for:

(1) injunctive relief to restrain the person from continuing the violation or threat of violation;

(2) the assessment and recovery of the civil penalty; or

(3) both injunctive relief and the civil penalty.

(d) A bond is not required in an action brought under this section.

Added by Acts 2009, 81st Leg., R.S., Ch. 924, Sec. 1, eff. June 19, 2009.

	Bylaws	State Statute	Current Ordinance	New Ordinance
Purpose	Advise City Council on all city ordinances with animal services provisions	Assist in complying with State Statutes related to animal shelters	To assist the city animal shelter in complying with state law requirements	Rendering advice and assistance in complying with state statutes
Composition	Seven members	Must have 1 licensed vet, one county or municipal official, oneperson whose duties includes daily operation of the shelter, one representative from animal welfare agency.	10 members, 7 voting. Voting includes 2 vets, 1 person who owns, operates or is employed by or in a business related to production, sale, distribution or care of animals or livestock, 2 representatives of animal welfare organizations, 2 members not affiliated with animal organization. Nonvoting – health services manager, animal services manager, 1 county elected official	Seven voting members recommended by the City manager and approved by Council. Includes 1 vet, 1 municipal official with daily duties involving the animal shelter, one representative from an animal welfare agency per state law.
Term	Two years with no more than two consecutive terms	NA	Two years with no more than two consecutive terms	Two years with no more than two consecutive terms except the statutorily required members.
Meetings	Second Wednesday of each year and regular board meetings scheduled on the second Wednesday of each month as called by chair	Minimum of 3 times per year	Minimum of 4 times per year	Shall meet from time to time as called by the chair but not less than three times per year.

Exhibit "A"

DELETE Chapter 2 "Administrative and Personnel", Article 2.07 "Boards and Commissions", Division 18 "Animal Shelter Advisory Committee" and replace with the following:

DIVISION 18. - ANIMAL SHELTER ADVISORY COMMITTEE

Sec. 2.07.541 Committee created.

In accordance with the authority granted under Texas Health and Safety Code Chapter 823, there is hereby created the animal shelter advisory committee ("the committee").

Sec. 2.07.542 Purpose.

The committee shall perform the state law advisory committee functions contemplated in § 823.005 of the Health and Safety Code, as amended by rendering advice and assistance to the animal services manager regarding the city's compliance with the requirements of chapter 823 of the Health and Safety Code.

Comment [JT1]: Purpose as defined by state statute

Sec. 2.07.542. -Members terms; offices.

(a) The committee shall consist of seven members which shall be designated as positions one through seven.

(b) The members shall be recommended by the City Manager and appointed by the city council. The following membership criteria shall apply:

1. Position one shall be filled by a veterinarian.
2. Position two shall be filled by a municipal or county official.
3. Position three shall be filled by a person whose duties include the daily operation of an "animal shelter" as that term is defined in § 823.001 of the Health and Safety Code.
4. Position four shall be filled by a person who is an officer or employee of an animal welfare organization.
5. Positions five through seven shall be filled by residents of the city.

Comment [JT2]: Statutory requirement

Sec. 2.07.543 Removal of Members.

Members of the animal shelter advisory committee in positions four through seven may be removed for good cause by the City Council. The City Council shall upon recommendation of the city manager appoint a suitable person to serve the remaining term of a committee member whose place becomes vacant for any reason.

Sec. 2.07.544 Terms.

(a) The members of the committee in positions four through seven shall serve for two-year terms commencing on the first day of each even-numbered calendar year and ending on the last day of each odd-numbered calendar year, or until such time as their successors are appointed and qualified, whichever event shall occur later.

(b) The members of the committee in positions one through three shall serve an indefinite term until a successor is duly appointed.

(c) No member in positions four through seven shall serve more than two consecutive full terms.

Sec. 2.07.546 Officers.

At the first meeting of each calendar year, the members of the committee shall select a chairperson. The member serving in position two of the committee shall be the ex-officio secretary of the committee.

Sec. 2.07.547 Meetings

(a) The committee shall meet from time to time at the call of the chairperson, provided that the committee shall meet not less than three times per calendar year.

Comment [JT3]: Statutory requirement

(b) All meetings of the committee shall be conducted in accordance with the Texas Open Meetings Act and Roberts Rules of Order.

Sec. 2.07.548 Quorum.

A simple majority of the appointed members of the committee shall constitute a quorum for the conduct of business.

Sec. 2.07.549 Compensation.

Members shall not be compensated for service, provided that any member who is a city employee shall continue to receive his regular compensation while serving on the committee.

Secs. 2.07.550 – 2.07.580 Reserved

BY LAWS
OF
THE CITY OF SAN ANGELO ANIMAL SERVICES BOARD

Approved by The City Council
November 21st, 2000

ARTICLE I

Purpose

To advise members of the City Council on all city ordinances, within the animal services provisions, pertaining to changing community standards, concerns, new technology or techniques, and changes to State or Federal laws. All recommendations approved by the board shall be sent to the City Council.

ARTICLE II

Members

The Animal Services Board (hereinafter the Board) shall be composed of seven (7) members appointed by the City Council for a term of two (2) years each, with no member serving more than two (2) consecutive terms. Members shall serve as directed in Article 2.3800 of Chapter 2 of the San Angelo Code of Ordinances and may be removed as directed by Article 2.3800, Sec. 2.3802, (Attached). A majority of the Board may recommend that the Mayor, with consent of the City Council, remove a member from the Board for failure to attend any three (3) regularly scheduled meetings of the Board within one calender year.

ARTICLE III

Meetings of Members

Meetings of members of the Board shall meet the second Wednesday of each yea to elect a chairman and vice-chairman for a period of one year. Regular board meetings shall be scheduled the second Wednesday of each month and special meetings as called by the Chairman. Meetings shall be conducted by the Chairman, and if absent by the Vice-Chairman, in accordance with Roberts Rules. A quorum shall consist of a simple majority of the board members. Special meetings must be held within ten (10) days of the date called.

ARTICLE IV

Animal Services Director

The Animal Services Director or designee, acts as staff representative to the Board, provides public notices, the agenda, and represents the City at all meetings of the Board. The Animal Services Director shall receive all agenda items seven (7) days prior to the meeting in which they are presented. The Animal Services Director is not a voting member of the Board.

ARTICLE V

Committees

The Chairman shall appoint those committees as deemed necessary by the Board. These appointed committees shall be standing or special committees. Each committee shall exercise such power and carry out such functions as delegated by the animal Services Board. Each committee shall have the power to act only during the intervals between meetings of the Board, and shall be advisory only and subject to the control of the Board. Each committee shall be comprised of a chairman, who must be a member of the Board, and one or more additional parties who may be, but are not required to be, Board members. Any person who is not a Board member, and becomes a member of any committee, shall have the same responsibilities, with respect to such committee, as a member of the Board.

ARTICLE VI

Special Committees

Special committees may be appointed by the Chairman with the approval of the Board members for such special tasks as circumstances warrant. A special committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act except that which is specifically conferred by actions of the Board. Upon completion of the task for which appointed, such special committee shall stand discharged without further action of the Board.

ATTACHED IS CHAPTER 2, ARTICLE 2.3800 ANIMAL SERVICES BOARD OF THE CITY ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS. THIS ARTICLE IS A GUIDELINE FOR THE ANIMAL SERVICES BOARD'S BYLAWS.

Division 18. Animal Shelter Advisory Committee*

Sec. 2.07.541 Authority

In accordance with the authority granted under V.T.C.A., Health and Safety Code chapter 823 (Animal Shelters), the governing body of a municipality in which an animal shelter is located shall appoint an advisory committee to assist such shelter in complying with the requirements of this division. (1996 Code, sec. 2.3801; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.542 Purpose

The purpose of the animal shelter advisory committee shall be to assist the city animal shelter in complying with the standards and requirements for the operation of animal shelters under state and local law, including standards and requirements for housing and sanitation, animal control officer training under Health and Safety Code, chapter 829, veterinarians, records and inspections, impoundment, rabies control, quarantine and adoption, and including providing recommendations related to the authority of the committee hereunder to the city council. (1996 Code, sec. 2.3802; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.543 Composition

The animal shelter advisory committee shall be appointed by city council and shall be composed of ten (10) members, seven (7) of whom shall be voting members and three (3) of whom shall be non-voting members, as follows. All voting members are required to be residents of the city; however, licensed veterinarians who maintain a physical location for their practice within the corporate limits of the city are excepted from the aforesaid residency requirement.

(1) Voting members.

(A) Two (2) licensed veterinarians preferred;

(B) One (1) individual who owns, operates, is employed by or in a business related to the production, sale, distribution or care of animals or livestock;

(C) Two (2) individuals who represent an animal welfare organization;

(D) Two (2) individuals who are not affiliated with, members of, or associated with an animal organization.

(2) Non-voting members.

(A) One (1) municipal official, who shall be the health services manager of the city;

(B) One (1) individual whose duties include the daily operation of the animal shelter and who shall be the animal services manager of the city;

(C) One (1) county elected official.

(1996 Code, sec. 2.3803; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.544 Terms

The term of office for the health services manager of the city and the animal services manager of the city shall serve an indefinite term until their successor is duly appointed and qualified. All voting members of the committee shall serve a term of two (2) years, or until a successor is appointed and qualified.

However, to provide for staggered terms for the committee members appointed, one member position serving as veterinarian and one member position serving as a representative from an animal welfare organization, and one member who is not affiliated with, a member of, or associated with an animal organization shall be appointed for a three (3) year term, their successors thereafter to be appointed for a two (2) year term. In no event shall the voting members serve more than two (2) consecutive terms. The committee member's two (2) year term shall coincide with their city councilperson's two (2) year term. (1996 Code, sec. 2.3804; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.545 Removal of members; vacancies

Members of the animal shelter advisory committee may be removed for good cause by the city council. The city council shall appoint a suitable person to serve the remaining term of a committee member whose place becomes vacant for any reason. Appointees shall serve until the city council designates a replacement. (1996 Code, sec. 2.3805; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.546 Election of officers

The animal shelter advisory committee shall elect a chairperson and a vice-chairperson from its membership for terms to be determined by the advisory committee. The chairperson shall appoint subcommittees to hear evidence or for any other purpose as deemed necessary by the animal shelter advisory committee in order to execute more effectively its duties and responsibilities. (1996 Code, sec. 2.3806; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.547 Meetings

The animal shelter advisory committee shall meet a minimum of four (4) times a year at a time and place to be determined by the chairperson of the committee; provided that, if a quorum is not present at any regularly scheduled meeting, the chairperson shall call a special meeting within seven (7) days of the regular meeting in order to transact said business with minimum delay, and said chairman shall continue to call special meetings until a quorum is present. Meetings of the animal shelter advisory committee shall be conducted in compliance with the Texas Open Meetings Act. The chairperson may call a special meeting to conduct business outside of the regularly scheduled meeting as needed. (1996 Code, sec. 2.3807; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.548 Quorum

A quorum shall consist of a simple majority of the members of the committee. (1996 Code, sec. 2.3808; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.549 Rules, regulations and bylaws

The animal shelter advisory committee shall have the power to make rules, regulations and bylaws for its own government in conformity with the laws of the state; all of said rules, regulations and bylaws shall be approved by the city council. (1996 Code, sec. 2.3809; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Sec. 2.07.550 Compensation

Members of the animal shelter advisory committee shall serve without compensation. (1996 Code, sec. 2.3810; Ordinance adopted 12/7/10; Ordinance adopted 7/12/11)

Secs. 2.07.551–2.07.580 Reserved

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

Consider approving a resolution of general support for a Low Income Housing Tax Credit (LIHTC) project by Zimmerman Properties, LLC to construct affordable housing apartments in San Angelo on 29th and MLK Ave - (Presentation by Neighborhood Services Director Bob Salas)

Summary/History:

Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multi-family rental construction projects through a very competitive project selection process. A resolution of support from the city helps projects score higher on the state's scoring process. The proposed Kirby Park Villas project is a mixed income, 72-unit senior citizen rental apartment complex on the corner of MLK and 29th St.

LIHTC projects are awarded funding through a complex point system which includes monetary and non-monetary city government support. One of the scoring criteria is the amount of city contributions and support. Zimmerman Properties, LLC is asking council for a general resolution of support in order to make the Kirby Park Villas project more competitive.

Financial Impact:

No direct financial impact.

Other Information/Recommendation:

Approve resolution of support.

Attachments:

1. Resolution of Support 16-108_NFS_RESOLUTION - Kirby Park Villas Revised (2).docx

Presentation:

PP by Paul Holden, Zimmerman Properties, LLC.

Approvals/Reviews:

Salas, Bob	Created/Initiated
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS RECOGNIZING PRIOR ADOPTION OF THE CITY OF SAN ANGELO NEIGHBORHOOD REVITALIZATION PLAN; SUPPORTING THE PROPOSED ZIMMERMAN PROPERTIES, LLC SENIOR HOUSING DEVELOPMENT LOCATED AT THE SOUTHEAST QUADRANT OF EAST 29TH STREET AND MARTIN LUTHER KING, JR. DRIVE; IDENTIFYING THE PROPOSED ZIMMERMAN PROPERTIES, LLC HOUSING DEVELOPMENT AS THE DEVELOPMENT IN THE 2016 TAX CREDIT APPLICATION POOL THAT CONTRIBUTES MOST SIGNIFICANTLY TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF SAN ANGELO, TEXAS; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY THE RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

WHEREAS, the City of San Angelo, Texas has considered the revitalization needs of the Blackshear Revitalization Area (the "Designated Area"), within which is the intersection of East 29th Street and Martin Luther King, Jr. Drive; and

WHEREAS, the City of San Angelo's has incorporated public input on the following factors that may impact the Designated Area's need for revitalization: adverse environmental conditions; real estate challenges including but not limited to conditions that impede growth; infrastructure needs; adequacy of transportation; community amenities such as health care facilities, law enforcement and firefighting facilities; social and recreational facilities, and other public facilities comparable to those typically found in neighborhoods containing comparable but unassisted housing; crime rates; school performance; the lack of local employment opportunities providing wages sufficient for residents to afford housing; and the need to promote diversity, including but not limited to multigenerational diversity and economic diversity in the Designated Area; and

WHEREAS, pursuant to Resolution No. 2014-01-174, the City Council approved the City of San Angelo Neighborhood Revitalization Plan for the Designated Area (the "Plan"); and

WHEREAS, the Plan contemplates activities that have already been performed in the Designated Area and funding that has already been awarded to the Designated area for such activities, along with additional proposed activities and funding for the Designated Area; and

WHEREAS, the City of San Angelo, Texas anticipates that the full funding for the activities described in the Plan will be available; and

WHEREAS, in furtherance of the community revitalization activities noted in the Plan, ZPKirby Park Villas, LP and its affiliates ("Applicant") propose to build a housing development for the elderly population within the Designated Area with up to 72-residentail units ("Affordable Housing") located at the southeast quadrant of East 29th Street and Martin Luther King, Jr. Road, San Angelo, Texas 76903, to be known as Kirby Park Villas which will have restrictions on the incomes of the residents and the rents that can be charged to them; and

WHEREAS, the Applicant proposes to apply for financing for the Affordable Housing; and

WHEREAS, the Applicant will submit a pre-application proposing 72-low income units for Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs (the "TDHCA"), pursuant to the TDHCA's 2016 Qualified Allocation Plan (the "QAP"), and

WHEREAS, the TDHCA rules establishing the Competitive Housing Tax Credit Selection Criteria provide that an application may receive two points for a resolution from the governing body of a city identifying one particular tax credit project that contributes “most significantly to the concerted revitalization efforts of the city”; and

WHEREAS, the City of San Angelo, Texas supports the development of the Affordable Housing because of its anticipated community revitalization impact for the Designated Area; and

WHEREAS, the Affordable Housing is the only applicant for Tax Credits in the 2016 competitive round that the City of San Angelo, Texas wishes to receive two (2) points under §11.9(d)(7)(A)(i)of the QAP for meeting the criteria of §11.9(d)(7)(ii)(II)by contributing most significantly to the concerted revitalization efforts of the City;

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

SECTION ONE. That the City of San Angelo, Texas supports the development of the Affordable Housing located at the southeast quadrant of East 29th Street and Martin Luther King, Jr. Road, San Angelo, Texas 76903.

SECTION TWO. That the City of San Angelo, Texas identifies the proposed Affordable Housing as the development in the 2016 tax credit application pool that contributes most significantly to the concerted revitalization efforts of the City of

San Angelo, Texas, and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo City Council on December 15, 2015.

SECTION THREE. That for and on behalf of the governing body of the City of San Angelo, Texas the City Clerk, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

PASSED on this the 15th day of December, 2015.

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

ATTEST:

_____
Brian Kendrick, City Clerk

Approved as to form:

_____
Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First public hearing and consideration of an ordinance amending chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" of the Code of Ordinance of the City of San Angelo, Texas by adding Division 6 " Use of wireless communication devices"; Providing for a penalty; providing for severability, and providing an effective date

Summary/History:

On January 20th 2015, this item was discussed at City Council. Initially the direction was to move forward then it was determined to wait and see if the Texas Legislature addressed this item during its upcoming session.
On October 6, 2015, Council Member Fleming asked for this item to be discussed again due to it not being addressed by the Texas Legislature.
On October 20, 2015 staff was directed to move forward with an ordinance on this item.

Financial Impact:

There will be no financial impact to the City of San Angelo.

Other Information/Recommendation:

Attachments:

1. Ordinance 16-063 Enacting Ordinance texting and driving.docx
2. Exhibit A Exhibit A Texting and Driving Ordinance.docx

Presentation:

No

Approvals/Reviews:

Jansa, Ryan	Created/Initiated
Vasquez, Tim	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 10 "TRAFFIC CONTL", ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES" OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY ADDING DIVISON 6 "USE OF WIRELESS COMMUNICATION DEVICES"; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council find that driving a motor vehicle is a visual task and a driver who uses a wireless communications device to view, send, or compose an electronic message, or engage in application software is interfering with the ability to drive safely; and

WHEREAS, according to research by the United States Department of Transportation, sending or receiving a text message while driving creates a crash risk 23 time higher than driving while not texting; and

WHEREAS, preventing distracting driving promotes the public health, safety, and welfare of the citizens of San Angelo, Texas.

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

SECTION 1. THAT Chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" is hereby amended as set out in Exhibit "A".

SECTION 2. THAT **a**ny person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

SECTION 3. THAT 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 4. THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the 15th day of December, 2015 and finally PASSED, APPROVED AND ADOPTED on this the 5th day of January, 2016.

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

Exhibit "A"

Amend Chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" by adding the following:

DIVISION 6. Use of Wireless Communication Devices.

Sec. 10.03.122. Definitions.

As used in this Division:

(1) *Application software* means an electronic program, or set of electronic programs, designed to permit a person to perform a function, task, or activity.

(2) *Authorized Emergency Personnel* means a person who is a law enforcement officer, firefighter, member of a governmental emergency services function, or a member of a governmental emergency management function.

(3) *Electronic message* means a text-based, symbol-based, or photograph based communication that is composed on, transmitted by, or received by a wireless communication device.

(4) *Hands-free device* means speaker-phone capability, or a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows the use of the wireless communication device without use of either the operator's hands, except to activate or deactivate a function of the wireless communication device or hands-free device.

(5) *Wireless communication device* has the meaning assigned in Section 545.425 of the Texas Transportation Code, as amended, as well as an electronic messaging device that is designed to receive and transmit voice communication, text or pictorial communication, or both, whether by internet or other electronic means, including but not limited to a mobile telephone, a tablet computer, a laptop computer, and a personal digital assistant (PDA).

Sec. 10.03.123. Violation.

A driver of a motor vehicle, other than authorized emergency personnel using authorized equipment and acting within the scope of his or her official capacity, shall not use a wireless communication device to view, send, or compose an electronic message, or engage other application software while operating a motor vehicle on a public roadway.

Sec. 10.03.124. Defenses.

It is an affirmative defense to prosecution of an offense under this Division that the wireless communications device was used:

(1) while the vehicle was completely stopped at a location other than in a traffic lane on a public roadway;

(2) strictly to engage in a telephone conversation, including dialing or deactivating the call;

(3) solely as a global positioning or navigation system;

(4) to contact police, fire, or emergency medical personnel in order to report a traffic accident, medical emergency, serious traffic hazard, or crime in progress, or to prevent a crime that the driver reasonably believed was about to be committed;

(5) with the reasonable belief that a person's life or safety was in immediate danger;

(6) in conjunction with voice-operated technology, a push-to-talk function, or a hands-free device.

Sec. 10.03.125. Possession of Device.

A peace officer who stops a motor vehicle for an alleged violation of this Division may not take possession of or otherwise inspect a portable wireless communication device in the possession of the operator unless authorized by the Texas Code of Criminal Procedure, the Texas Penal Code, or other law.

Sec. 10.03.126. Conflicts.

To the extent that this Division conflicts with any provision of the Texas Transportation Code regarding the use of wireless communication devices or hand-held mobile telephones, this Division does not apply.

Sec. 10.03.127. Culpable Mental State.

Evidence of a culpable mental state is not required to prove a criminal offense under this Division. It is hereby declared that, for an offense under this Division, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

Sec. 10.03.128. Penalty.

A person who violates a provision of this Division shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case Z15-06, an Ordinance approving a request from the Petra Firma Development Group, Inc. to authorize a Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts, on 44.821 acres generally located north of Arden Road, west of F.M. 2288 (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On October 12, 2015, the applicant submitted a Rezoning request in order to rezone these properties from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts. On October 21, 2014, City Council approved a Comprehensive Plan Amendment (VP14-03) for an overall 674 acres, within which the subject properties lie. That Comprehensive Plan Amendment allowed for Future Land Use designations of Commercial, Neighborhood, Neighborhood Center, Open Space, and Transitional. The properties were then the subject of an annexation ultimately approved by City Council on June 2, 2015. As with all annexations, once approved by City Council, the lands were designated as Ranch & Estate until a Rezoning application could be made in order to allow for consistent and compatible development.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1.	Staff Report	PL_Z15-06 Petra Firma_Staff Report.docx
2.	Draft Ordinance	PL_Z15-06 Petra Firma_Ordinance3.docx
3.	PowerPoint	Z15-06 Petra Firma_PowerPoint.pptx

Presentation:

Jon James

Approvals/Reviews:

Guerra, Rebeca	Created/Initiated
James, Jon	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved

Kendrick, Bryan	Final Approval

STAFF REPORT

Meeting: December 15, 2015

To: City Council

From: Jon James, AICP
Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Z15-06

Request: Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts

Location: Unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288

Legal Description: 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24

Size: 44.821 acres

General Information

Future Land Use:	Commercial, Transitional, Neighborhood Center, and Neighborhood
Zoning:	Ranch & Estate (R&E)

Existing Land Use: Vacant land

Surrounding Zoning / Land Use:

North:	ETJ	Vacant land
West:	ETJ	Vacant land
South:	ETJ and Neighborhood Commercial (CN)	Vacant land and Arden Road
East:	ETJ	Vacant land and FM Highway 2288

District: SMD#6 – Charlotte Farmer

Neighborhood: Bluffs Neighborhood

Thoroughfares/Streets: Per the Master Thoroughfare Plan (MTP), Arden Road and FM Highway 2288 are identified as "Major Arterial Streets." An arterial street connects collector streets to freeways and other arterials carrying large volumes of traffic at high speeds, access is secondary and mobility is the primary function of these streets.

History and Background:

On October 12, 2015, the applicant submitted a Rezoning request in order to rezone these properties from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts. On October 21, 2014, City Council approved a Comprehensive Plan Amendment (VP14-03) for an overall 674 acres, within which the subject properties lie. That Comprehensive Plan Amendment allowed for Future Land Use designations of Commercial, Neighborhood, Neighborhood Center, Open Space, and Transitional. The properties were then the subject of an annexation ultimately approved by City Council on June 2, 2015. As with all annexations, once approved by City Council, the lands were designated as Ranch & Estate until a Rezoning application could be made in order to allow for consistent and compatible development.

Analysis:

Section 212(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. The following analysis has been done for a proposed Rezoning to "Neighborhood Commercial."

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 subject properties are designated "Commercial," "Neighborhood Center," "Neighborhood," and "Open Space." in the Future Land Use (FLU) map of the City's Comprehensive Plan (CP). The Commercial designation supports "large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network." The CP recommends establishing Neighborhood Centers that take a more pedestrian-friendly character, are more integrated with and connected to their surroundings, and cluster buildings to generate synergies between complementary uses. And finally, the CP states that Neighborhood FLU's should provide for "an appropriate balance of use within each neighborhood' and promotes "neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo's neighborhoods." The applicant is proposing to construct what appears to be single-family detached residential units within the areas designated as "Neighborhood" in the FLU map. However, the applicant has not yet indicated what types of commercial uses will be developed at this time, but the proposed CG zoning would allow for a variety of office, retail, and commercial uses. Therefore, the proposed Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts appear to be consistent with these FLU designations.

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

   The applicant has indicated that subject proposal would comply with all of the provisions of the CG, RM-1, and RS-1 Zoning Districts, including but not limited to, minimum lot area, width, living area, and depth. The CG zoning designation allows for a variety of uses including community services, day cares, religious institutions, auto and boat dealers, offices, and retail sales and services. With any nonresidential construction proposed, a 6-foot high opaque privacy fence will be required along the west lot line abutting the RS-1 Zoning District in accordance with Section 509 of the Zoning Ordinance. In addition, Staff is likely to require supplementary landscaping to provide further buffering of the adjacent residences from nonresidential-type activities.

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 subject properties are surrounded by vacant land. The FLU map for this area includes Commercial, Neighborhood, and Neighborhood Center. When the adjacent parcels are developed, it would appear that these Rezoned parcels would be compatible as they share the very same FLU designations and ultimately, the same design restrictions. The proposed RS-1 Zoning District is consistent with existing single-family detached residential found north and south of the subject properties. Moreover, the CG zoning, unlike heavier zoning districts, also prohibits any industrial service uses, and limits any outside storage on the property, and has a 6-foot high opaque fencing requirement (and supplementary landscaping) which would screen any development from adjacent residential uses.

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

   As stated previously, the subject properties were part of an overall Comprehensive Plan Amendment which was approved by City Council in 2014. The proposed Rezoning to Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) would make these lands consistent with their Future Land Use designations. Also, because when the subject properties were annexed into the City they were assigned a zoning designation of Ranch & Estate, a Rezoning to more appropriate Zoning Districts was needed in order for the properties to be developed consistent with City Council's vision of growth for the area.

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

   There would not appear to be any negative environmental effects if this property were to be rezoned to CG, RM-1, and RS-1. The CG Zoning District prohibits more intense development, such as those found as part of industrial-type uses. Any grading, drainage, and stormwater issues would be reviewed by Engineering Staff at the building permit stage.

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

   There appears to be a community need for commercial uses given the large residential neighborhoods to the north and south. Having commercial uses on this site would be warranted and the CG rezoned parcel could include retail, offices, groceries, and other businesses that can cater to this residential market. Moreover, based on the policy cited above in the City's Comprehensive Plan and the FLU of the nearby residential area, there appears to be a community need for more single-

family housing. Growth continues in San Angelo and more housing would provide additional accommodation to new residents and families coming as a result.

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.*

   As mentioned previously, both Arden Road and FM Highway 2288 are major Arterial Streets which can accommodate large volumes of traffic. Also, because the lands immediately adjacent to the subject properties are vacant, there would appear to be little to no negative impacts on surrounding properties. Finally, City Council anticipated that the development in this area would be consistent with Neighborhood, Commercial, and Neighborhood Center FLU's. The proposed Rezoning appears to align itself with these designations, and ultimately, with City Council's vision of growth.

Notification:

On November 5, 2015, 19 notifications were mailed out within a 200-foot radius of the subject site. As of December 4, 2015, there were zero (0) responses in favor and zero (0) responses in opposition of the request.

Planning Commission Recommendation:

On November 16, 2015, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts by a unanimous 5–0 vote. The following is the complete excerpt of the minutes from the November 16, 2015, meeting for this case:

Rebeca Guerra, Planning Manager, outlined the case. The 44.821-acre site is located near Arden Road and Highway 2288. The Future Land Use of the site is Commercial, Transitional, and Neighborhood. The site was annexed into the City as Ranch and Estate (R&E) zoning. The request is to rezone to General Commercial (CG), Single-Family Residence (RS-1) and Low Rise Multifamily Residence (RM-1). Ms. Guerra displayed a map of the three different zoned areas.

Ms. Guerra outlined Planning Staff's recommendation to approve the zone change and the reasons why. She explained the zone change would be compatible with the plans and policies of the Future Land Uses in the Comprehensive Plan, that the zone change appeared to be consistent with the Zoning Ordinance and surrounding area, that there are changed conditions given the property was recently annexed into the City, that there is a community need given there is no major commercial area north of the intersection, and that the proposal would increase the residential housing stock of

single family or multi-family housing in the area, and that Arden Road and Highway 2288 can adequately service the development.

Commissioner Crisp asked how much space is in the transitional area between the commercial and RS-1 zoning. Ms. Guerra indicated that the transitional area is designated Low Rise Multifamily Residence (RM-1) and was probably over an acre in size. She stated the RM-1 zoning could act as a buffer between the commercial and RS-1 zones.

Russell Gully, from SKG Engineering, indicated that he concurred with Planning Staff's report and would be available to answer any questions.

Ms. Ann Shahan asked if access was off of Arden Road or Highway 2288 and how many single family residences could be built.

Mr. Gully responded that access would be off of Highway 2288. He stated that the Concept Plan only showed what could be placed, but that a subdivision plat will be required to show the actual number of buildable lots in future. He said the single family residential lots will be approximately 62 to 70 feet wide. He estimates approximately 90 lots.

Ms. Ann Shahan asked if any traffic studies were done showing no adverse impacts. She also asked out about engineering studies.

Mr. Gully indicated that these issues would also be examined at the platting stage.

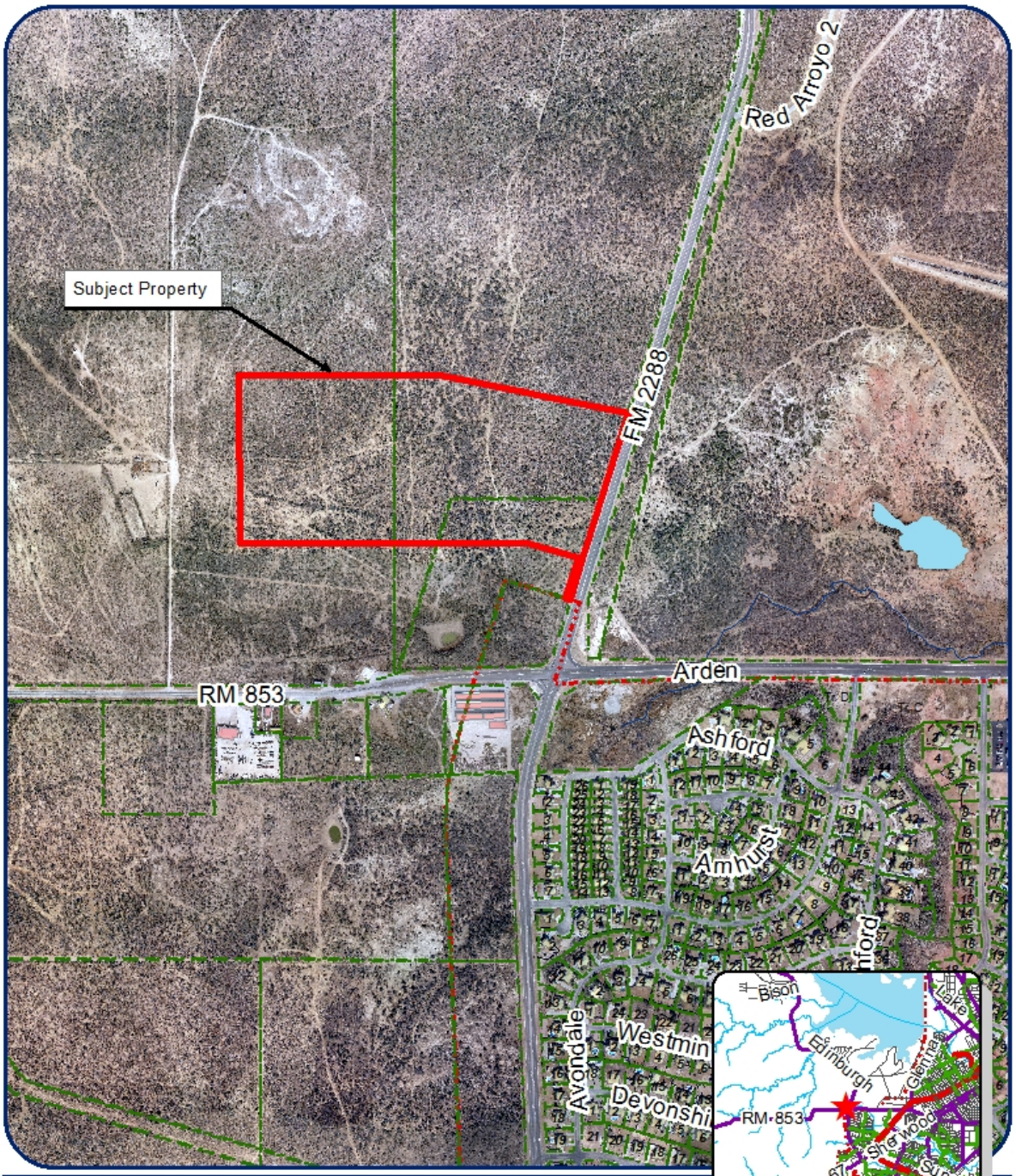
A Motion to approve the proposed Rezoning was made by Commissioner Crisp and seconded by Commissioner Jackson. The motion carried unanimously, 5-0.

Staff Recommendation:

Staff's recommendation is for City Council to **APPROVE** Case Z15-06 for a Rezoning from the Ranch & Estate (R&E) Zoning District to the **Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Individuals/Entities Notified
Conceptual Plan



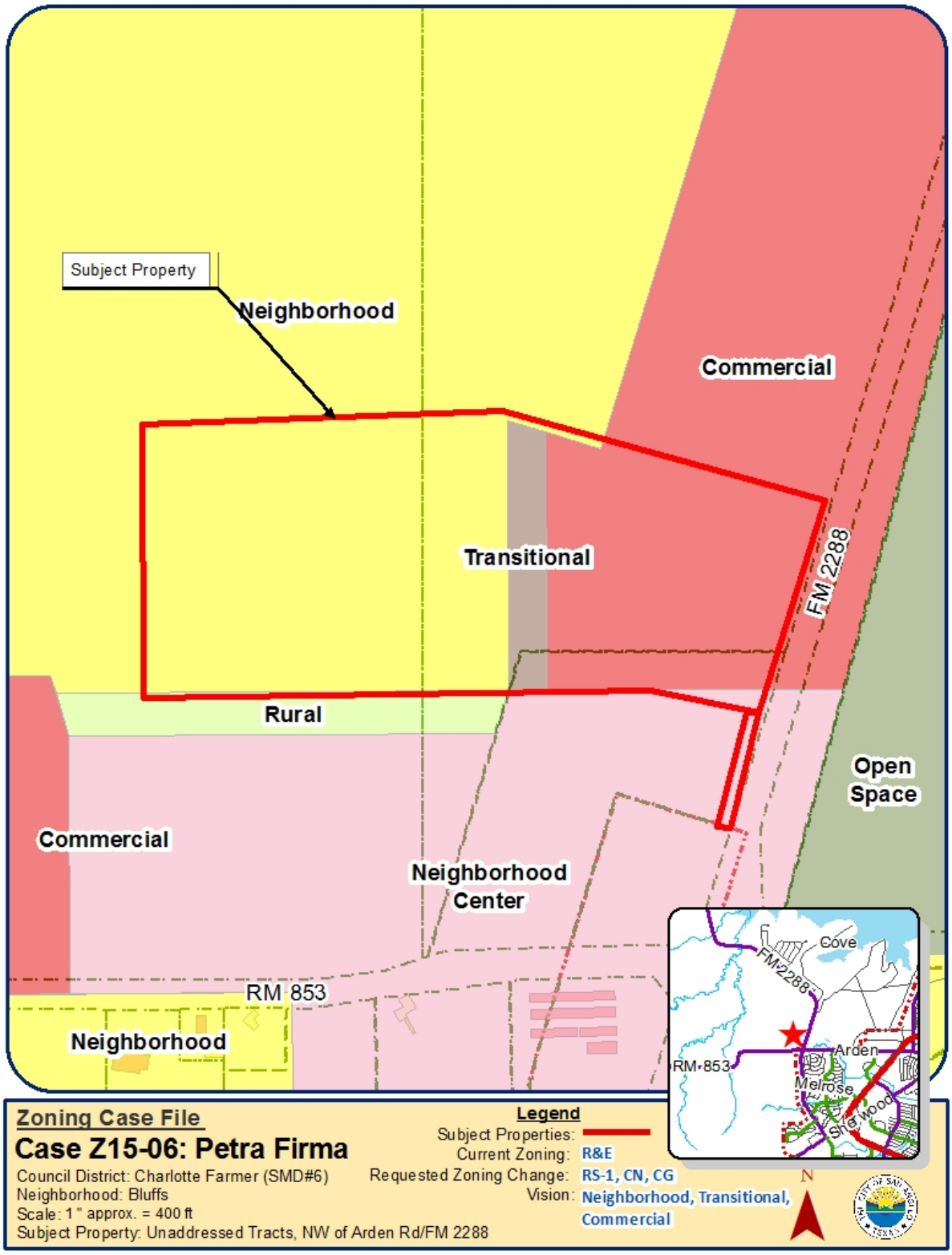
Zoning Case File

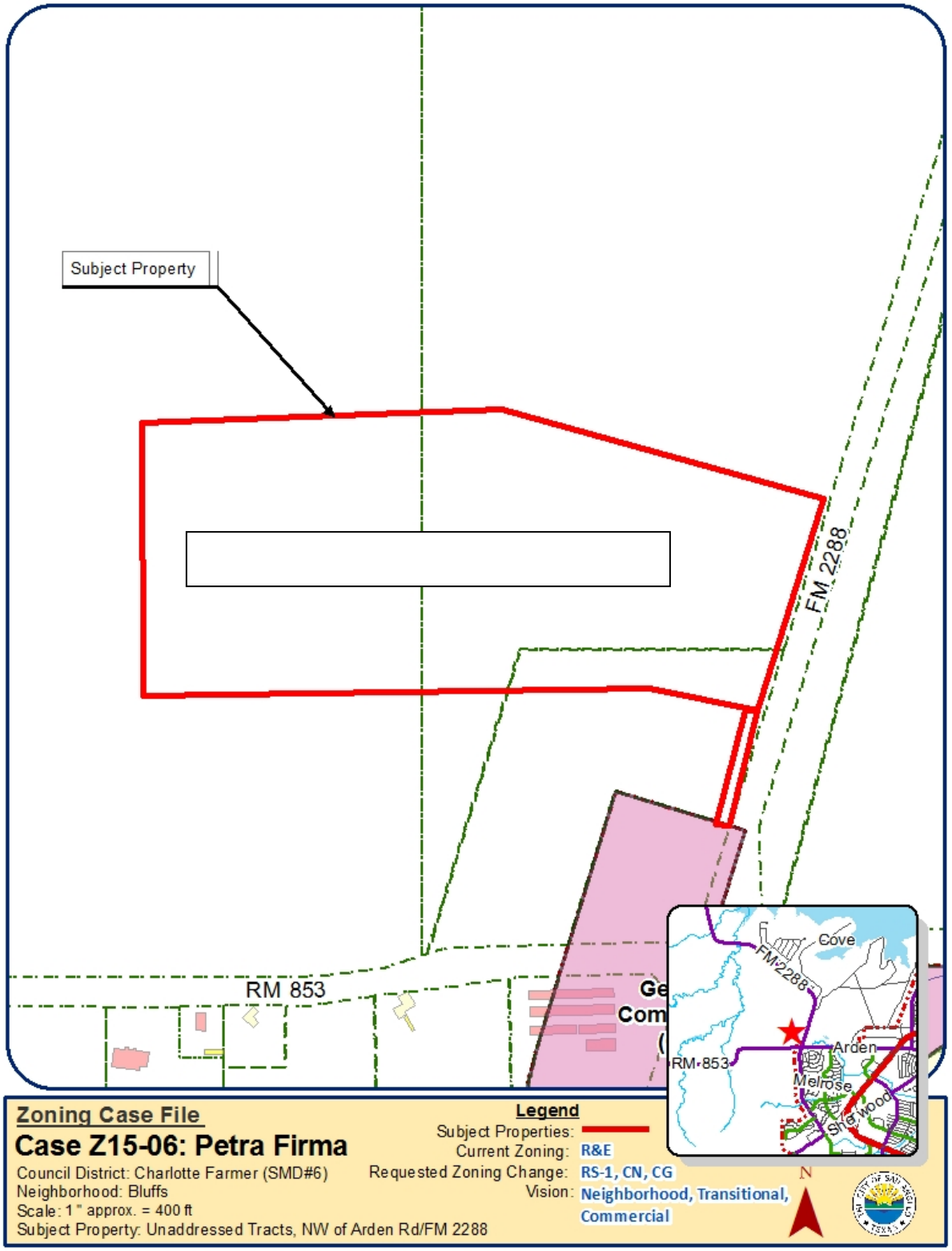
Case Z15-06: Petra Firma

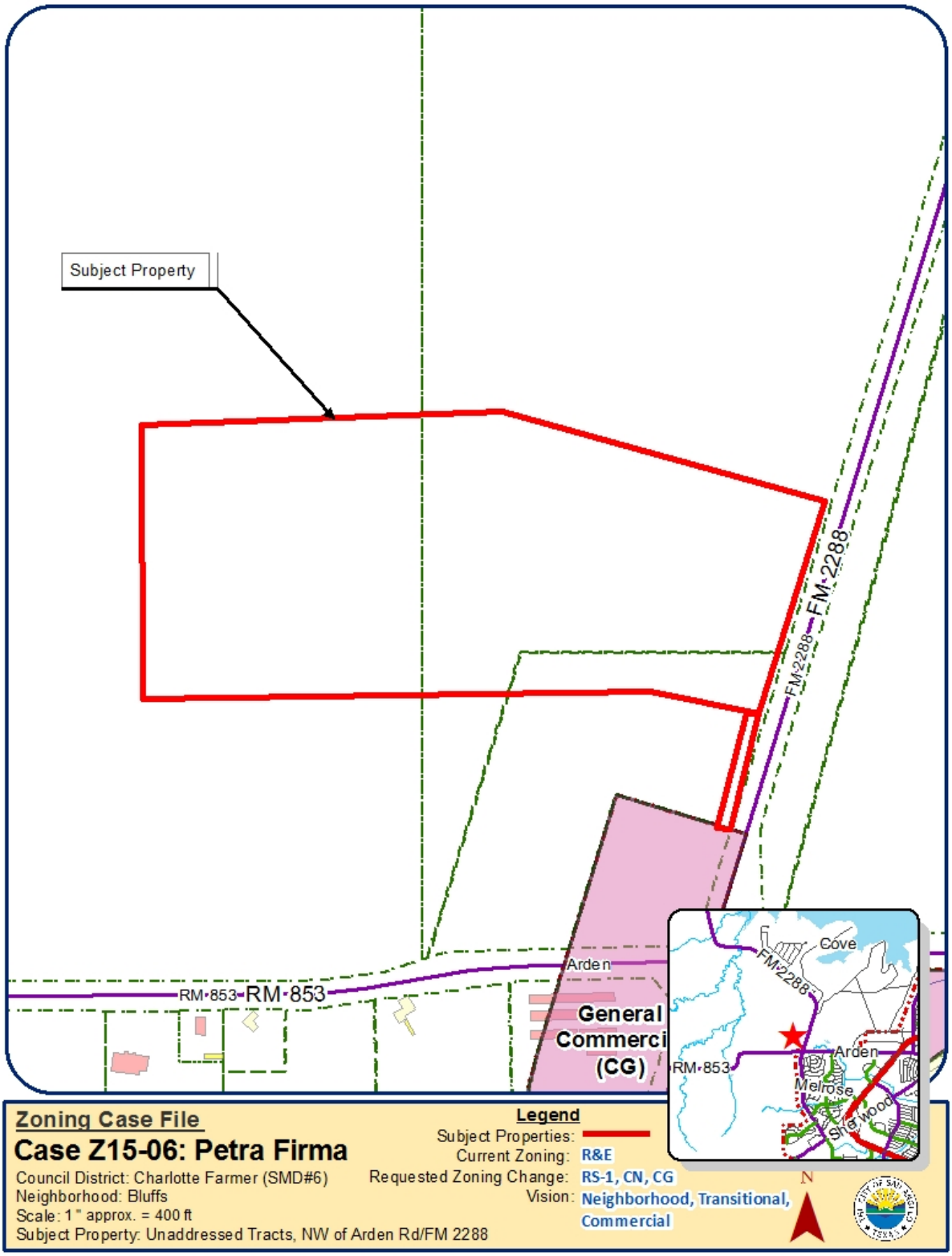
Council District: Charlotte Farmer (SMD#6)
Neighborhood: Bluffs
Scale: 1 " approx. = 750 ft
Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288

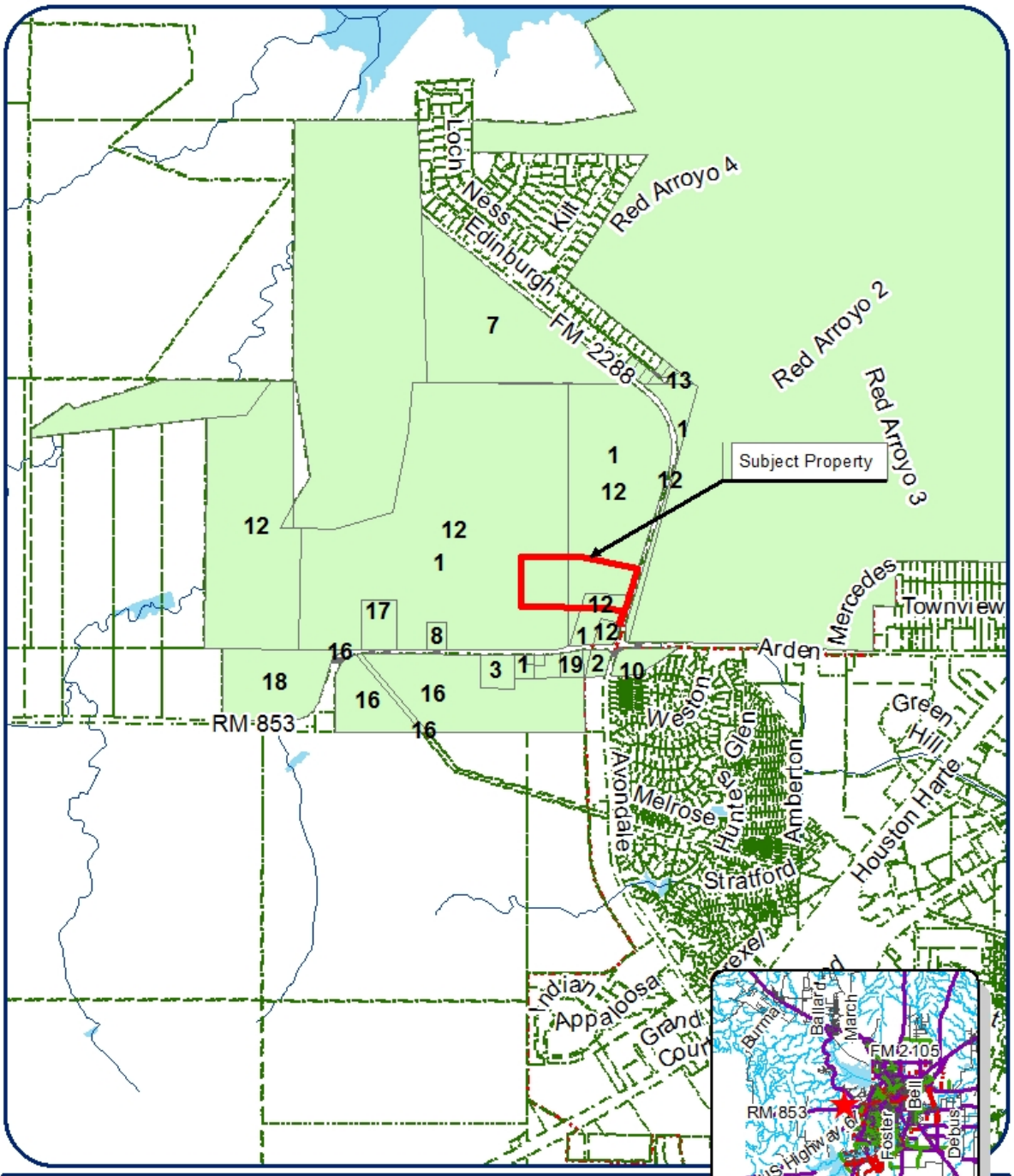
Legend

Subject Properties:
Current Zoning: R&E
Requested Zoning Change: RS-1, CN, CG
Vision: Neighborhood, Transitional, Commercial


Subject Property
Neighborhood
Commercial
Transitional
FM 2288
Rural
Open Space
Commercial
Neighborhood Center
RM 853
Neighborhood
Cove
FM2288
Arden
RM 853
Melrose
Sherwood
Zoning Case File
Case Z15-06: Petra Firma
Council District: Charlotte Farmer (SMD#6)
Neighborhood: Bluffs
Scale: 1" approx. = 400 ft
Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288
Legend
Subject Properties:
Current Zoning: R&E
Requested Zoning Change: RS-1, CN, CG
Vision: Neighborhood, Transitional, Commercial
N


Subject Property
FM 2288
RM 853
Cove
FM 2288
Arden
RM 853
Melrose
Sherwood
Zoning Case File
Case Z15-06: Petra Firma
Council District: Charlotte Farmer (SMD#6)
Neighborhood: Bluffs
Scale: 1" approx. = 400 ft
Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288
Legend
Subject Properties:
Current Zoning: R&E
Requested Zoning Change: RS-1, CN, CG
Vision: Neighborhood, Transitional, Commercial
N


Subject Property
FM-2288
FM-2288
RM-853
RM-853
Arden
General
Commerci
(CG)
Cove
FM2288
Arden
RM-853
Melrose
Sherwood
Zoning Case File
Case Z15-06: Petra Firma
Council District: Charlotte Farmer (SMD#6)
Neighborhood: Bluffs
Scale: 1" approx. = 400 ft
Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288
Legend
Subject Properties:
Current Zoning: R&E
Requested Zoning Change: RS-1, CN, CG
Vision: Neighborhood, Transitional, Commercial
N



Zoning Case File

Case Z15-06: Petra Firma

Council District: Charlotte Farmer (SMD#6)
Neighborhood: Bluffs
Scale: 1" approx. = 2,500 ft
Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288

Legend

Subject Properties:
Current Zoning: R&E
Requested Zoning Change: RS-1, CN, CG
Vision: Neighborhood, Transitional, Commercial

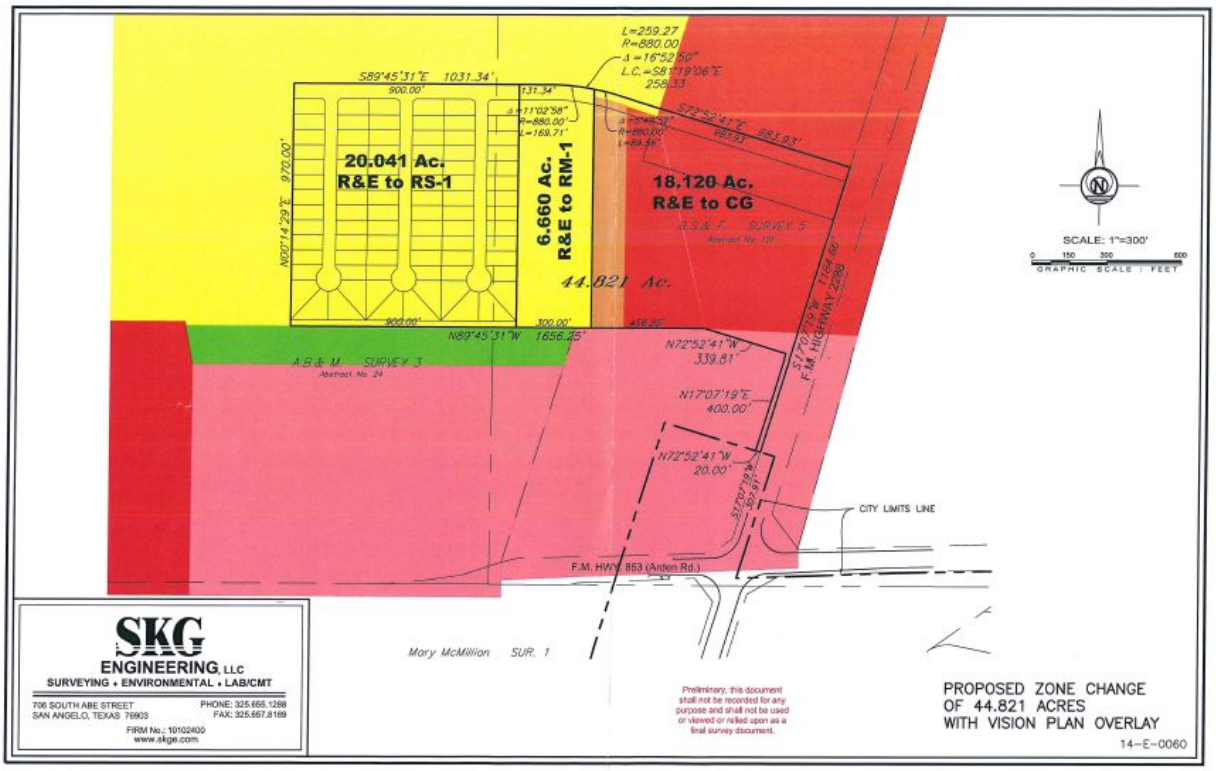
N

LIST OF INDIVIDUALS / ENTITIES NOTIFIED

ABEL CLARK & SHERRY	PO BOX 348	SAN ANGELO	TX	76902-0348
ANGELO MINI STORAGE INC & BOOK	4052 ARDEN RD	SAN ANGELO	TX	76901-2606
ANGELO MINI STORAGE INC & BOOK	4052 ARDEN RD	SAN ANGELO	TX	76901-2606
ARCP ID MESA PORTFOLIO LLC	8377 E HARTFORD DR STE 200	SCOTTSDALE	AZ	85255-5685
BARRERA JAVIER F	113 EDINBURGH RD	SAN ANGELO	TX	76901-9505
BAXTER ROBERT J	108 EDINBURGH RD	SAN ANGELO	TX	76901-9502
COMBEST TYMN A	121 EDINBURGH	SAN ANGELO	TX	76901-9502
GOODMAN JOHN JR & RICE MARK &	PO BOX 118096308	SIOUX FALLS	SD	57186-0001
GTF ENERGY LLC	6696 RM HWY 853	SAN ANGELO	TX	76901-9716
HALEY WILLIAM M & LOY MARIE	104 EDINBURGH RD	SAN ANGELO	TX	76901-9501
HARTGROVE RICHARD	2126 SHERWOOD WAY	SAN ANGELO	TX	76901-3879
INDECO INDUSTRIAL ELECTRIC COMPANY INC	65 E AVE K	SAN ANGELO	TX	76903-7572
JENSEN DAVID	PO BOX 1669	SAN ANGELO	TX	76902-1669
JENSEN DAVID	PO BOX 1669	SAN ANGELO	TX	76902-1669
JENSEN DAVID	PO BOX 1669	SAN ANGELO	TX	76902-1669
JENSEN DAVID	PO BOX 1669	SAN ANGELO	TX	76902-1669
JENSEN DAVID	PO BOX 1669	SAN ANGELO	TX	76902-1669

JENSEN DAVID		PO BOX 1669	SAN ANGELO	TX	76902-1669
MC CULLOUGH AMY B		100 EDINBURGH	SAN ANGELO	TX	76901-9501
NARRO WILLIAM J & ADA L		1013 HUNTERS GLEN RD	SAN ANGELO	TX	76901-5012
OWENS JOHN		109 EDINBURGH ROAD	SAN ANGELO	TX	76901-9502
REICHERT JACK - DECEASED		PO BOX 1591	SAN ANGELO	TX	76902-1591
REICHERT JACK - DECEASED		PO BOX 1591	SAN ANGELO	TX	76902-1591
REICHERT JACK - DECEASED		PO BOX 1591	SAN ANGELO	TX	76902-1591
REICHERT JACK - DECEASED		PO BOX 1591	SAN ANGELO	TX	76902-1591
SELECT ENERGY SERVICES LLC	PROPERTY TAX DEPT	PO BOX 1715	GAINESVILLE	TX	76241-1715
SHAHAN ANNE BLEAKLEY W		PO BOX 2807	SAN ANGELO	TX	76902-2807
SMITH WILLIAM D & RHODA S		6329 RM HIGHWAY 853	SAN ANGELO	TX	76901-9716
UNITED STATES GOVERNMENT					00000-0000
UNITED STATES OF AMERICA					00000-0000
UNITED STATES OF AMERICA					00000-0000
WHIPPLE JOHN DAVID		9613 INDIAN CREEK	SAN ANGELO	TX	76901-9733
WILSON BECKY		2628 W TWOHIG AVE	SAN ANGELO	TX	76901-3623

CONCEPTUAL PLAN



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288; more specifically being 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24, a request for approval of a Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Z15-06: Petra Firma Development Group, Inc.

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

Unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288; more specifically being 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24, zoned Ranch & Estate (R&E) Zoning District shall henceforth be permanently zoned as follows: **Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts**, as depicted in Exhibit "A."

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 2: That 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 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:
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 4: That the following penalty clause is adopted with this amendment:

PENALTY:
Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **15th day of December, 2015,** and finally PASSED, APPROVED AND ADOPTED on this the **5th day of January, 2016.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

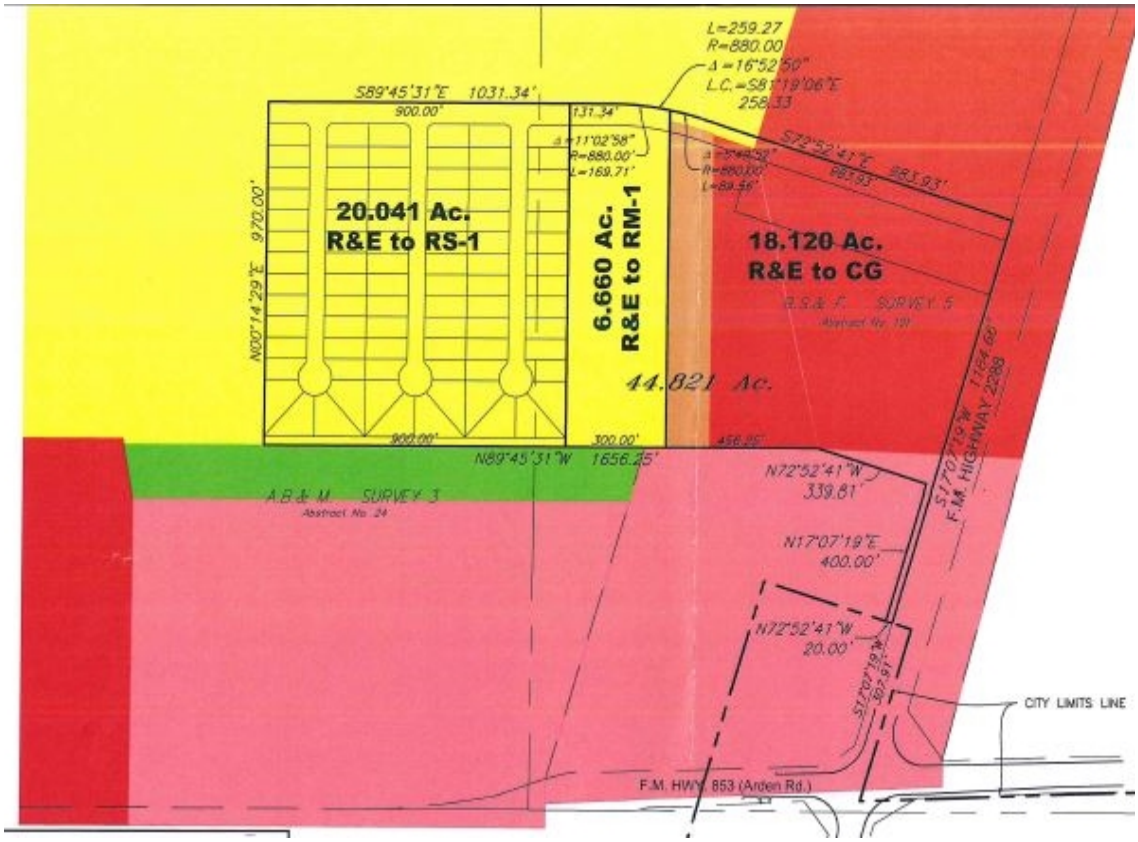
ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT "A"

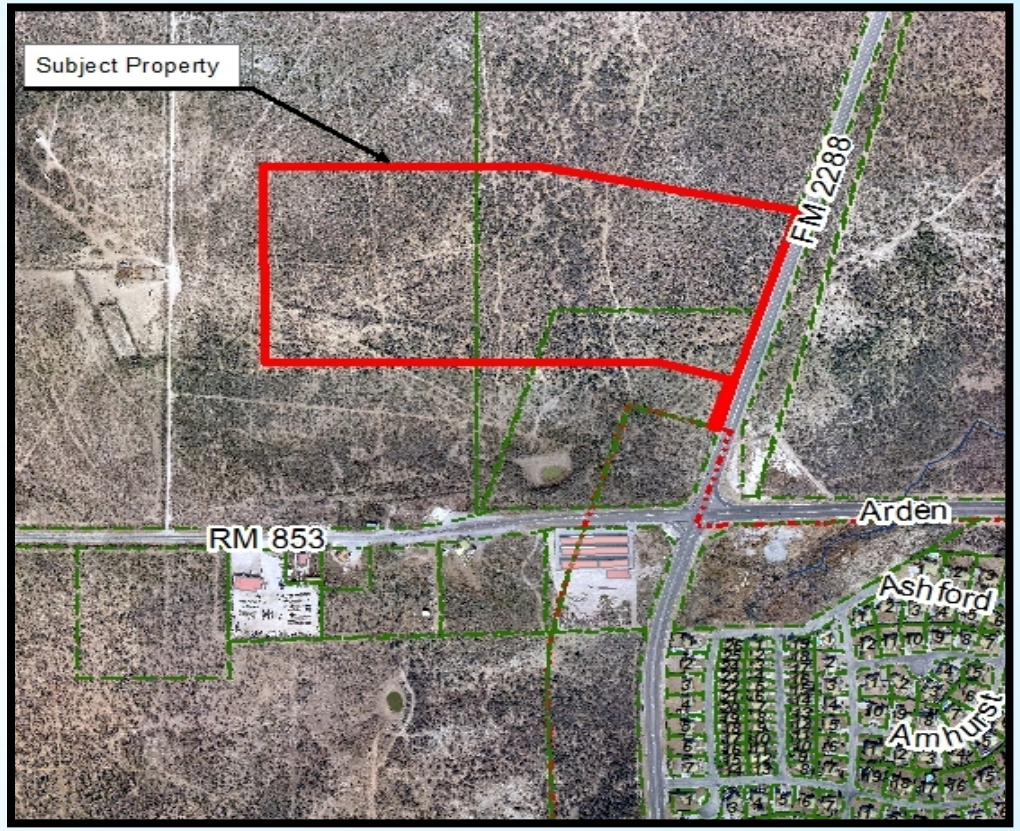

20.041 Ac.
R&E to RS-1
6.660 Ac.
R&E to RM-1
18.120 Ac.
R&E to CG
44.821 Ac.
S89°45'31"E 1031.34'
900.00'
131.34'
L=259.27
R=880.00
Δ=16°52'50"
L.C.=S81°19'06"E
258.33
Δ=11°02'38"
R=880.00'
L=169.71'
S72°52'41"E
983.93'
N00°14'29"E 970.00'
900.00'
300.00'
456.25'
N89°45'31"W 1656.25'
A.B.& M. SURVEY 3
Abstract No. 24
N72°52'41"W
339.81'
N17°07'19"E
400.00'
N72°52'41"W
20.00'
S17°07'19"W
1164.60'
F.M. HIGHWAY 2288
CITY LIMITS LINE
F.M. HWY. 853 (Arden Rd.)

City Council

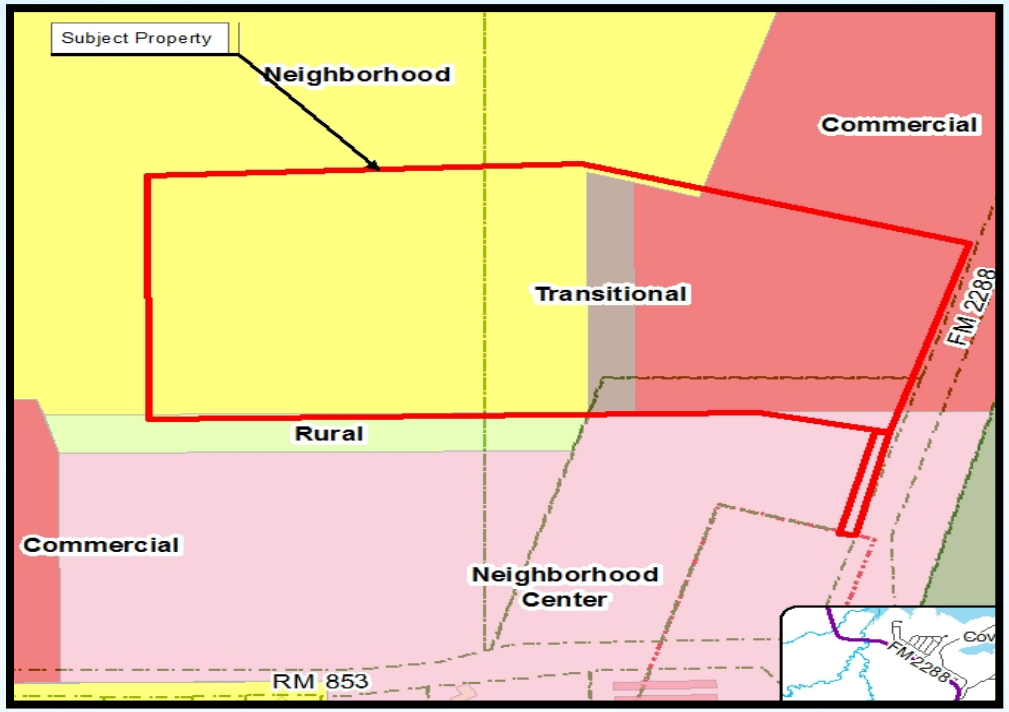
December 15, 2015
Regular Agenda
Planning & Development Services Department
Z15-06 - Petra Firma Development Group, Inc.

Z15-06: Petra Firma

- 44.821
- 708 feet north of the intersection of Arden Road & FM Hwy. 2288
- SMD#6 – Charlotte Farmer
- Bluffs Neighborhood



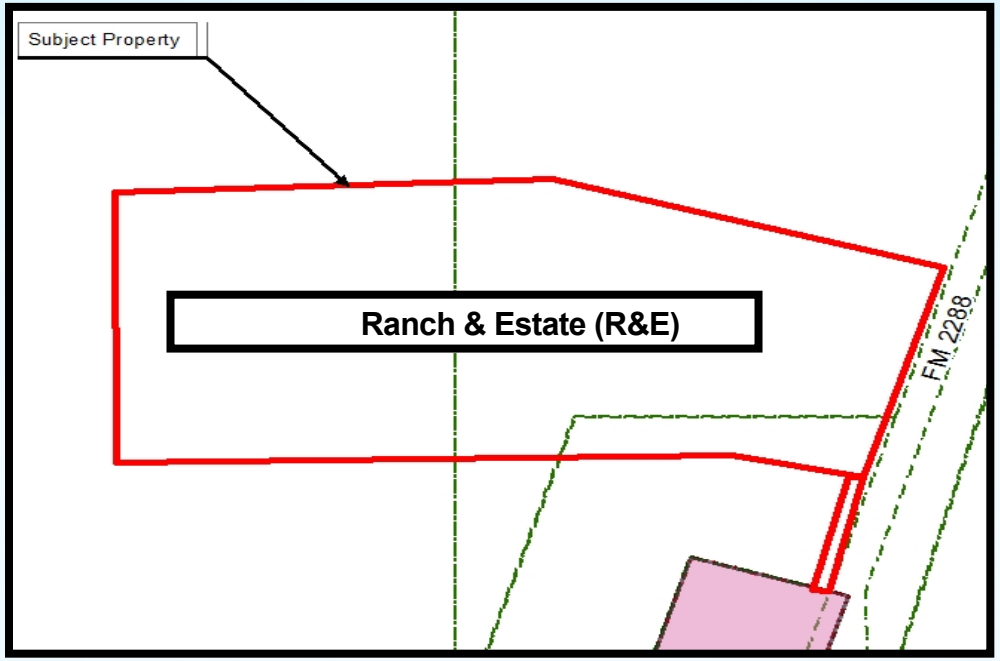
Future Land Use Map



<u>Future Land Use</u>

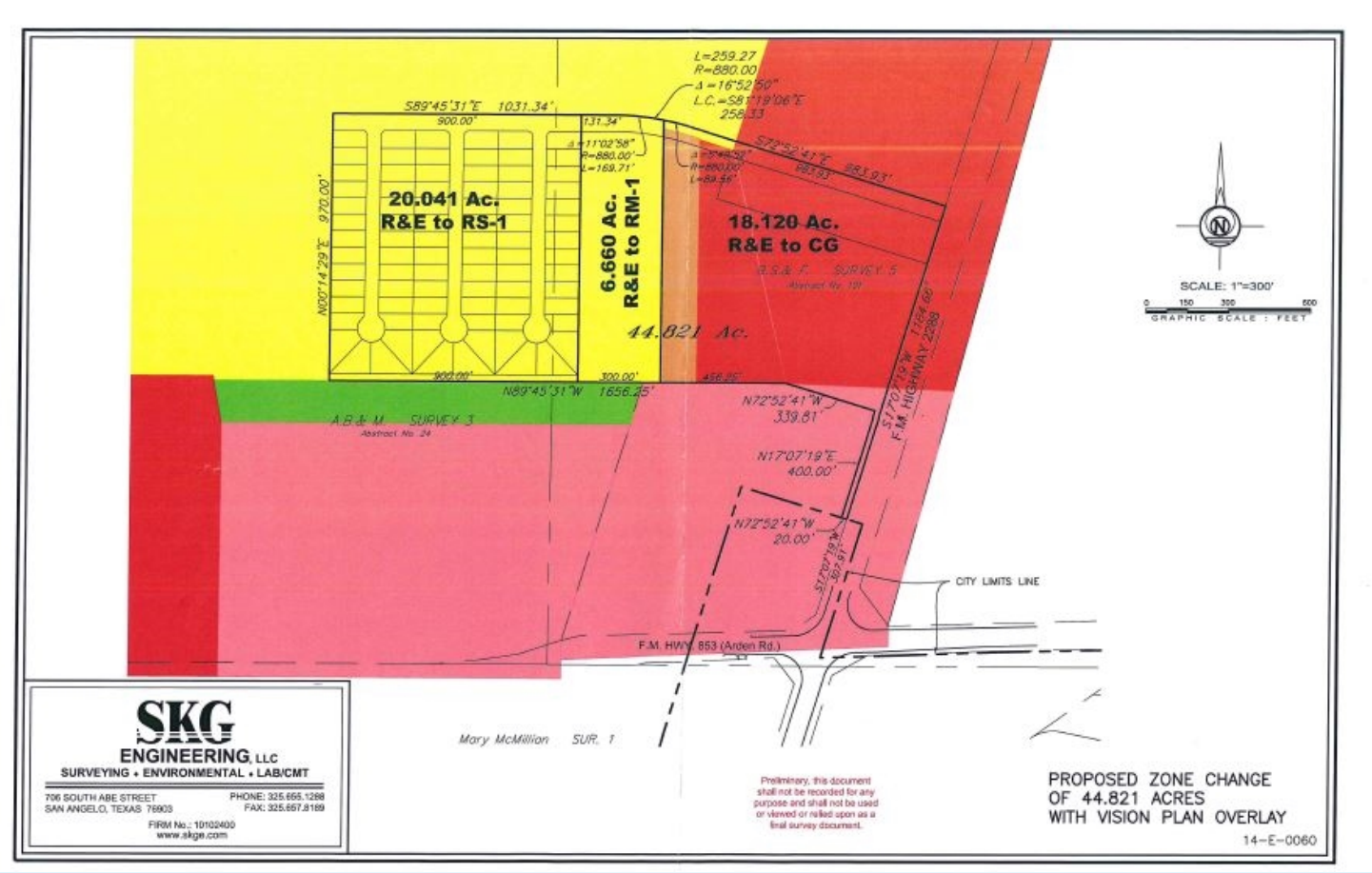
Commercial / Transitional / Neighborhood

Zoning Map



Ranch & Estate (R&E) Zoning District
to
General Commercial (CG) / Single Family Residential (RS-1) / Low Rise Multi-Family (RM-1) Zoning Districts

Property Zoning



Rationale

APPROVAL

1. **Compatible with Plans and Policies:** Request is consistent with Future Land Use of Commercial / Neighborhood / Transitional
2. **Consistent with Zoning Ordinance:** Proposed uses will comply with all provisions of Zoning Districts
3. **Compatible with Surrounding Area:** Commercial uses already along Arden Road, Residential uses already to north and south

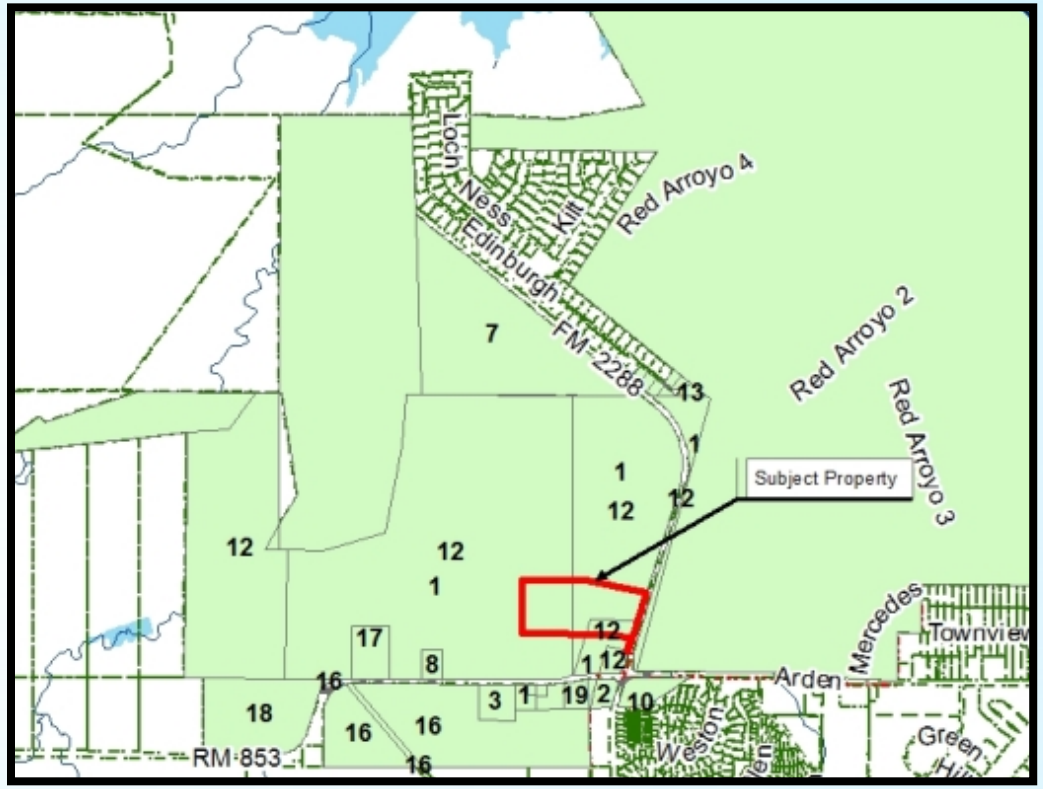
Rationale (cont.)

APPROVAL

4. **Changed Conditions:** Property recently annexed into City
5. **Effect on Natural Environment:** No apparent adverse affect on natural environment
6. **Community Need:** No major commercial north of intersection and residential stock may include single family or multi-family (none in area)
7. **Development Patterns:** Arden Road and FM Highway 2288 can adequately service the development

Notifications

- 19 Notifications mailed within 200-foot radius of original property
- 0 Responses in favor
- 0 Responses in opposition



Planning Commission Recommendation

On November 16, 2015, the Planning Commission voted unanimously to recommend

APPROVAL

of a Rezoning from the

Ranch & Estate (R&E) Zoning District

to the

General Commercial (CG) / Single Family Residential (RS-1) / Low Rise Multi-Family (RM-1) Zoning Districts

Staff Recommendation

<u>APPROVE</u>

a Rezoning

from the

Ranch & Estate (R&E) Zoning District

to the

General Commercial (CG) / Single Family Residential (RS-1) / Low Rise Multi-Family (RM -1) Zoning Districts

QUESTIONS?

City Council

December 15, 2015
Regular Agenda
Planning & Development Services Department
Z15-06 - Petra Firma Development Group, Inc.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First Reading and Public Hearing for Case Z15-09, an Ordinance approving a request from the Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc. to authorize a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District, on 1.49 acres generally located at the northwest corner of North Main Street and East 8th Street (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On November 3, 2015, the applicants submitted this request for a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District. One of the applicants, The Church of Christ, occupies the lots addressed as 901 North Main Street and plans to expand to add a new radio station for the church as well as a 90-foot radio broadcast tower for the church radio station. The original church was built in 1959, and at that time and until the year 2000, churches were permitted uses in the R-2 zone, the precursor to the current RS-2 zone. In 2000, churches were removed from the new RS-2 Zone District and were no longer outright permitted uses. A Rezoning to the Office Commercial (CO) Zoning District would allow the Church of Christ to make their existing facility consistent with the Zoning Ordinance and well as facilitate their proposed expansion. The Concho Valley Baptist Association, which occupies the building immediately north at 825 North Main Street, has agreed to join with Church of Christ in this request for a Rezoning to CO on their property as well. An Office Commercial (CO) Zoning designation on the Baptist property would also make their existing facility consistent with the Zoning Ordinance and would allow them to expand in future. Further, with a CO Zoning designation, the radio tower on the Church of Christ property would only require a side yard setback of 20% of the height of the tower, or 18 feet, instead of 100 feet if the property remained RS-2, which is a residential Zoning District.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. Staff Report PL_Z15-09 Church of Christ & Baptist Assoc_Staff Report.docx
2. Draft Ordinance PL_Z15-09 Church of Christ & Baptist Assoc_Ordinance.docx
3. PowerPoint Z15-09 Church of Christ & Baptist Assoc_PowerPoint.pptx

Presentation:

Jon James

Approvals/Reviews:

Guerra, Rebeca	Created/Initiated
James, Jon	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

STAFF REPORT

Meeting: December 15, 2015

To: City Council

From: Jon James, AICP
Director of Planning and Development Services

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Z15-09

Request: A request for approval of a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District

Location: 825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8th Street

Legal Description: Being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2nd Replat)

Size: 1.49 acres

General Information

Future Land Use:	Campus/Institutional
Current Zoning:	Two-Family Residential (RS-2)
Existing Land Use:	901 N. Main Street: Ninth & Main Church of Christ

825 N. Main Street: Concho Valley Baptist Association

Surrounding Zoning / Land Use:

North:	Two-Family Residence (RS-2)	Taylor Henley Retirement Residence, Baptist Memorial Center
West:	Two-Family Residence (RS-2), Low Rise Multifamily Residence (RM-1)	Baptist Retirement Community, Future Memorial Care Assisted Living Houses
South:	General Commercial (CG)	Shell Gas and Convenience
East:	General Commercial (CG)	Auto Zone

District: SMD #3 – Johnny Silvas

Neighborhood: Reagan

Thoroughfares/Streets:

North Main Street is defined as an "Urban Major Arterial Street" in the City's Master Thoroughfare Plan (MTP). Arterial Streets are designed to connect Collector Streets to freeways and other arterials carrying large volumes of traffic at high speeds, and Urban Arterial Streets require a minimum right-of-way width of 80 feet and a minimum paving width of 64 feet. North Main Street has an existing right-of-way of 88 feet in compliance with the MTP, but an existing paving width of only 42 feet, which is substandard. However, both properties have been previously platted and the proposed development does not require extending the paving width under the Subdivision Ordinance.

East 8th Street is classified as a "Local Street" in the MTP. A Local Street carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing right-of-way width of East 8th Street is 60 feet and the existing paving width is 36 feet in compliance with the MTP.

History and Background:

On November 3, 2015, the applicants submitted this request for a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District. One of the applicants, The Church of Christ, occupies the lots addressed as 901 North Main Street and plans to expand to add a new radio station for the church as well as a 90-foot radio broadcast tower for the church radio station. The original church was built in 1959, and at that time and until the year 2000, churches were permitted uses in the R-2 zone, the precursor to the current RS-2 zone. In 2000, churches were removed from the new RS-2 Zone District and were no longer outright permitted uses. A Rezoning to the Office Commercial (CO) Zoning District would allow the Church of Christ to make their existing facility consistent with the Zoning Ordinance and well as facilitate their proposed expansion. The Concho Valley Baptist Association, which occupies the building immediately north at 825 North Main Street, has agreed to join with Church of Christ in this request for a Rezoning to CO on their property as well. An Office Commercial (CO) Zoning designation on the Baptist property would also make their existing facility consistent with the Zoning Ordinance and would allow them to expand in future. Further, with a CO Zoning designation, the radio tower on the Church of Christ property would only require a side yard setback of 20% of the height of the tower, or 18 feet, instead of 100 feet if the property remained RS-2, which is a residential Zoning District.

Analysis:

Section 212(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.

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 proposed Rezoning to Office Commercial (CO) would appear to be consistent with the Comprehensive Plan's (aka Vision Plan's) Future Land Use designation of "Campus/Institutional." The Campus/Institutional Policies "focus redevelopment efforts on multi-purpose, mixed-use facilities that provide a wide variety of businesses, housing and office space." The area is surrounded by a variety of retirement, assisted care facilities, offices and businesses. As indicated, churches are no longer permitted uses in the RS-2 Zone. Therefore, a Rezoning on would appear to be more appropriate, reflecting the current land uses on the properties, and would be consistent with the Future Land Use of Campus/Institutional.

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

The CO Zoning District requires a minimum lot area of 6,000 square feet, a minimum lot width of 50 feet and a minimum lot depth of 80 feet. Both properties comply with these minimum development standards. Prior to any future construction, the applicant will be required to provide a fully dimensioned site plan to ensure future development complies with all development standards, including parking requirements. Churches require the greater of 1 parking space for every 400 square feet of gross floor area, or 1 parking space for every 10 patron seats, and a radio station would be classified as an office which requires 1 parking space for every 300 square feet of floor area.

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 subject properties are part of a larger area of similar uses including retirement, assisted care facilities and offices. As indicated, the church buildings already exist, and a Rezoning to CO would better reflect what is already in the area. A future radio station and radio tower exclusively for the Church of Christ would be accessory to the existing church and would be permitted uses in the CO Zoning District. A CO Zoning designation on the properties would avoid each owner having to return to the Planning Commission for an Expansion of Non-Conforming requests as now they would be permitted uses.

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

   As indicated above, the properties are part of a larger area of institutional and office related uses and no longer fit within a residential Zoning District. In addition, both properties front onto North Main Street, a Major Arterial Street, which connects to the Houston Harte Expressway.

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.*

   Effects on the natural environment would appear to be minimal as both properties already have existing structures and parking areas already paved. Future commercial development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

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

   A Rezoning to Office Commercial (CO) would recognize the existing church facilities and administrative buildings on the properties. It would also service the Church of Christ's future expansion for a radio station to better serve its congregants.

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

   The properties front onto North Main Street, a Major Arterial Street, which connects to the Houston Harte Expressway, and could accommodate the church expansion. As indicated previously, there are already commercial and institutional uses along North Main Street, and the church uses already exist on the properties. Therefore, this proposal would appear to be a logical and orderly pattern of development in the immediate area.

Notification:

On November 6, 2015, eight (8) notifications were mailed out within a 200-foot radius of the properties. As of December 4, 2015, there were zero (0) responses in favor and in opposition of the request.

Planning Commission Recommendation:

On November 16, 2015, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning to the Office Commercial (CO) Zoning District by a unanimous 5–0 vote. The following is the complete excerpt of the minutes from the November 16, 2015, meeting for this case:

Jeff Fisher, Planner, outlined the case. The Future Land Use of the properties is Campus/Institutional and the current zoning is Two-Family Residence (RS-2). The Church of Christ at 901 North Main Street and Concho Valley Baptist Association at 825 North Main Street jointly made this application for a Rezoning on their properties to the Office Commercial (CO) Zoning District to allow their facilities to be able to expand their legal, nonconforming uses in the future without the need for approval from the Planning Commission. Before 2000, churches were permitted in the R-2 Zoning, the precursor to the RS-2 zoning. A Rezoning would restore their legal status and allow them to expand in the future without further Board approval. The Church of Christ indicated possible plans for a future Christian radio station and associated radio tower on their property at 901 North Main Street.

Mr. Fisher outlined Planning Staff's recommendation to approve the Rezoning and the rationale why. He explained the Rezoning would be compatible with the plans and policies of the Future Land Use of Campus/Institutional in the Comprehensive Plan, that the proposed Rezoning is consistent with the CO provisions of the Zoning Ordinance and surrounding area, that the property is part of a larger area of institutional and office uses, that the properties are already paved and there should be no adverse effects on the natural environment, that there is a community need given the churches have indicated that may wish to expand, and that North Main Street is an Arterial Road which connects to Houston Harte Expressway and can adequately service the development.

Dennis Reed with the Church of Christ and Jeff Box with the Baptist Association indicated that they submitted the application together and would be available to answer any questions.

A Motion to approve the proposed Rezoning was made by Commissioner Jackson and seconded by Commissioner Crisp. The motion carried unanimously, 5-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Two-Family Residence District (RS-2) Zoning District to the **Office Commercial (CO) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Excerpt of CO Permitted Uses and Provisions

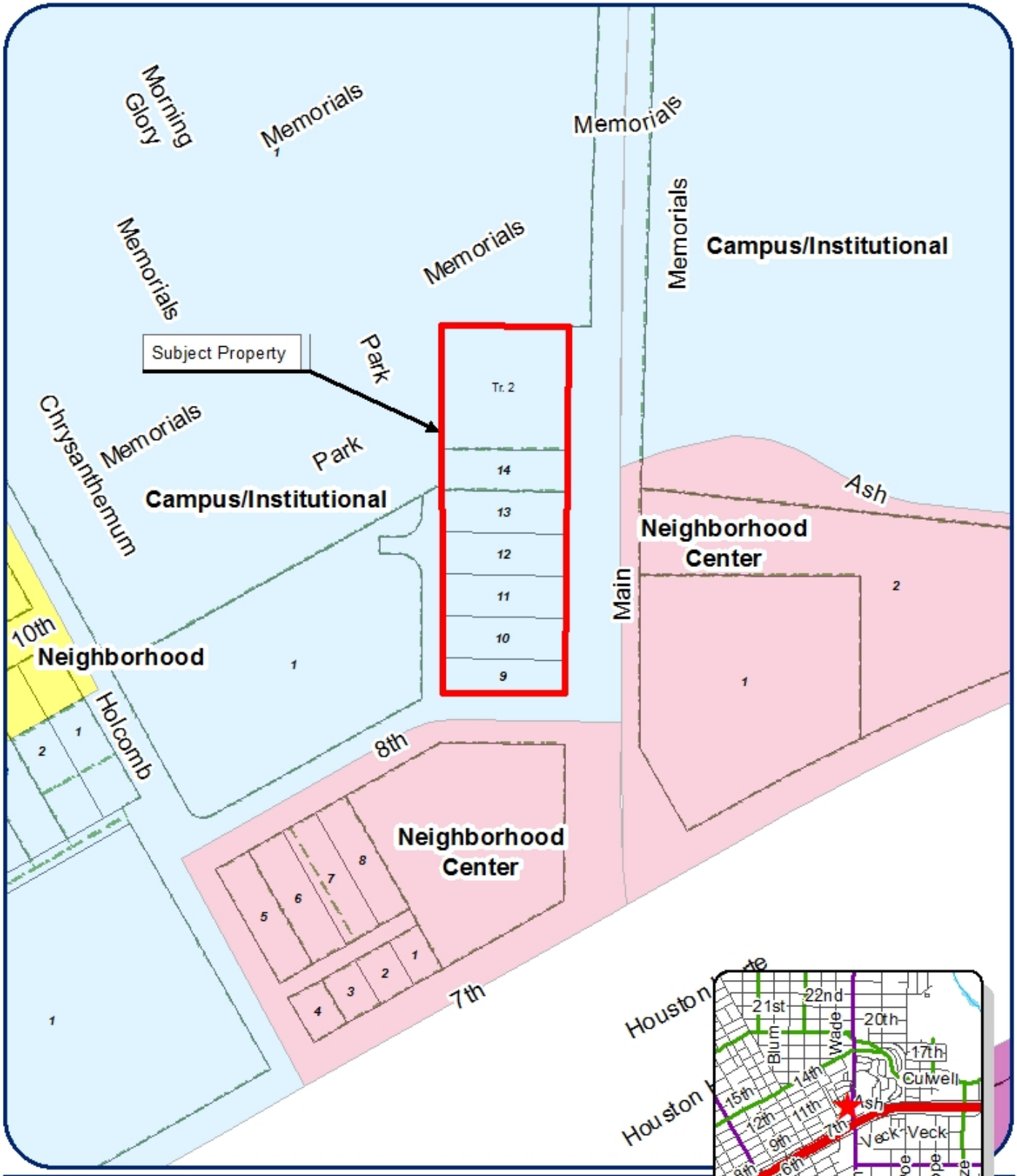
Zoning Case File

Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 150 ft
Subject Property: 825 and 901 N. Main St.

Legend

Subject Properties:
Current Zoning: RS-2
Requested Zoning Change: CO
Vision: Campus/Institutional



Zoning Case File

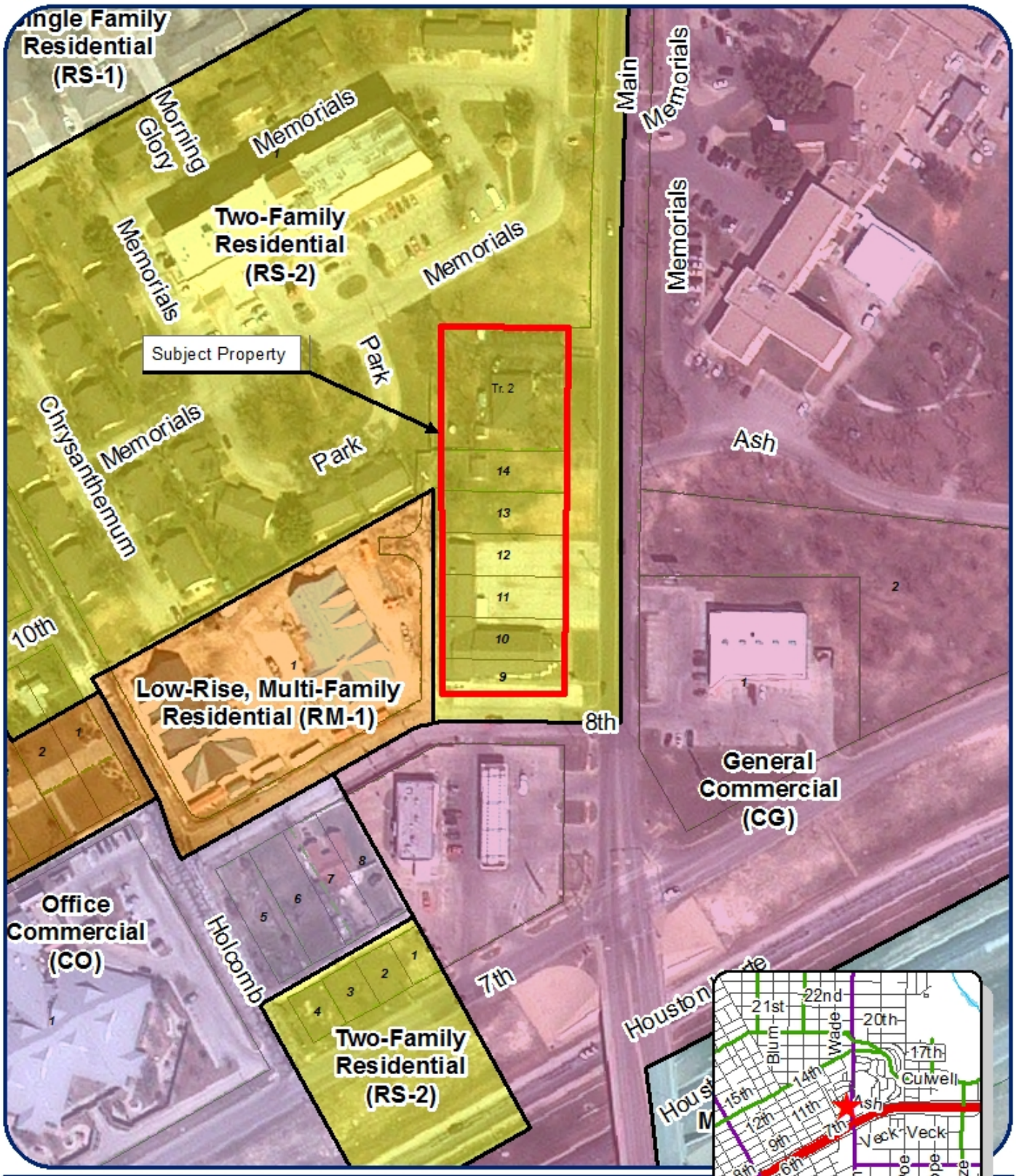
Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)
Neighborhood: Reagan
Scale: 1 " approx. = 150 ft
Subject Property: 825 and 901 N. Main St.

Legend

Subject Properties:
Current Zoning: RS-2
Requested Zoning Change: CO
Vision: Campus/Institutional

N



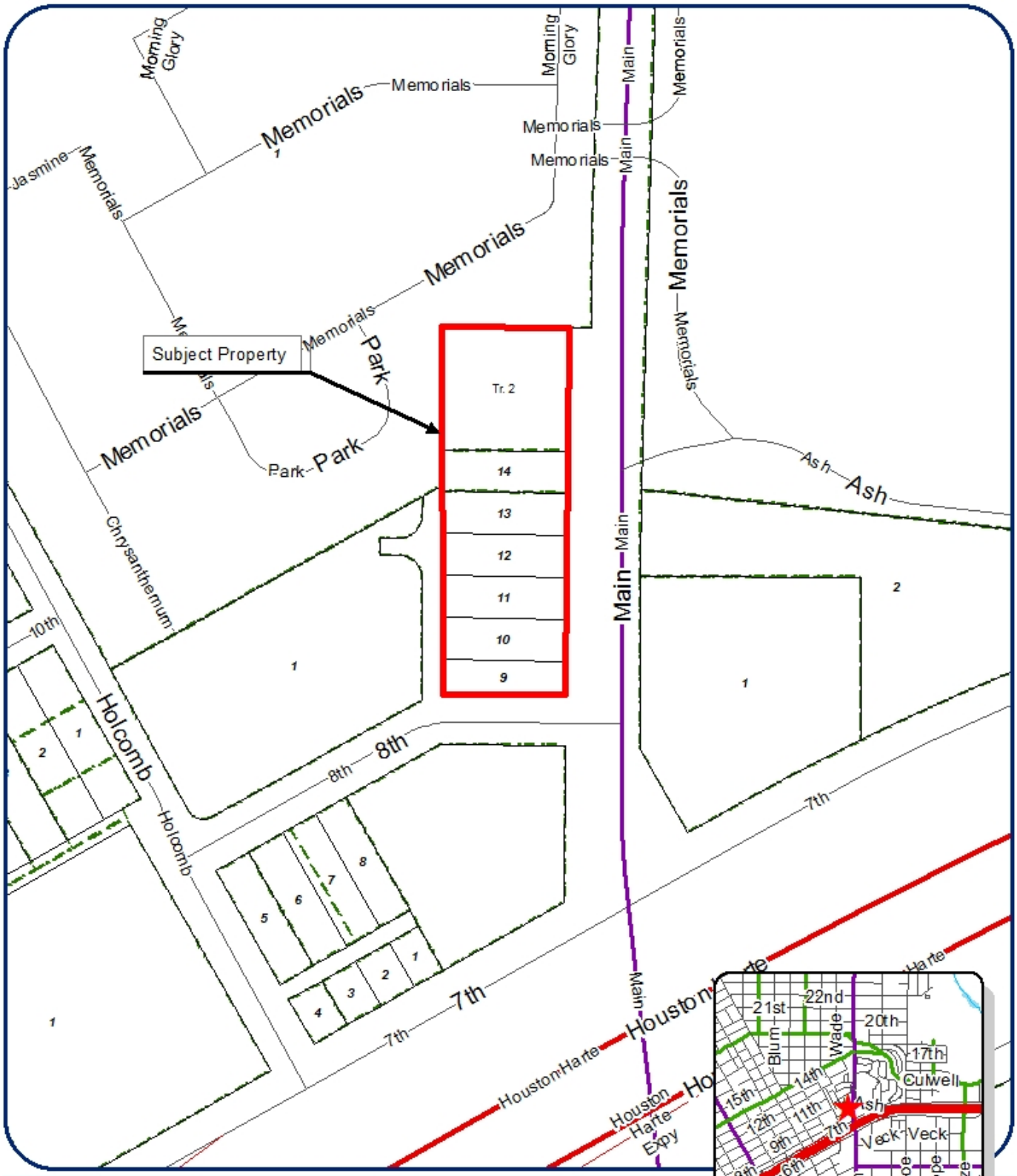
Zoning Case File

Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 150 ft
Subject Property: 825 and 901 N. Main St.

Legend

Subject Properties:
Current Zoning: RS-2
Requested Zoning Change: CO
Vision: Campus/Institutional



Zoning Case File

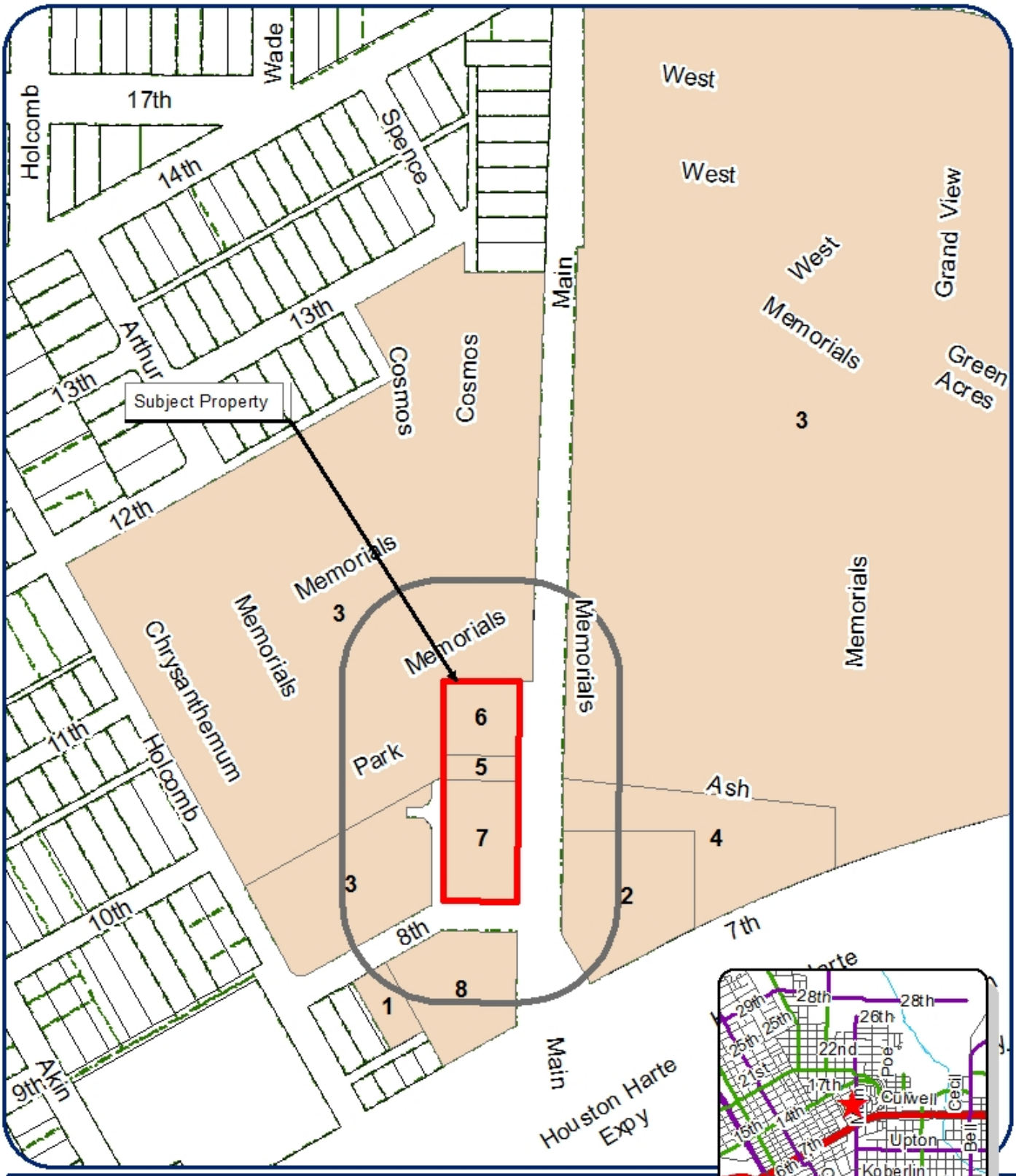
Case Z15-09: C. of Christ/CVBA

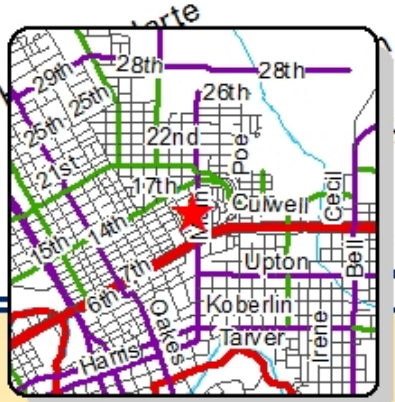
Council District: Johnny Silvas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 150 ft
Subject Property: 825 and 901 N. Main St.

Legend

Subject Properties:
Current Zoning: RS-2
Requested Zoning Change: CO
Vision: Campus/Institutional

N





Zoning Case File

Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)
Neighborhood: Reagan
Scale: 1" approx. = 250 ft
Subject Property: 825 and 901 N. Main St.

Legend

Subject Properties:
Current Zoning: RS-2
Requested Zoning Change: CO
Vision: Campus/Institutional

N

Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

OFFICE COMMERCIAL (CO) ZONING DISTRICTS

Allowed Uses:

- Group living
- Drug and alcohol recovery facility
- College
- Public, nonprofit or charitable community services
- Day care for children or adults
- Meeting areas for religious institutions
- Schools
- Business, government, professional, medical or financial offices
- Commercial parking
- Public safety and emergency services

Conditional Uses:

- Household living
- Bed & breakfast
- Self-service storage
- Hospital
- Retail sales
- Vehicle service (performed while the customer waits)
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Veterinary clinic for small animals
- Waste-related uses

These uses are allowed with the approval of a "conditional use" by the Planning Commission. Applications for a conditional use may be completed through the Planning Division. The Development handout titled "Conditional Uses" gives a thorough explanation of the process.

Special Uses:

Facilities for golf, including practice areas
Any use which the Planning Commission and the City Council deem appropriate as a transition between zoning districts

These uses are allowed with the approval of a "special use" by the Planning Commission and the City Council. Applications for a special use may be completed through the Planning Division. The Development handout titled "Special Uses" gives a thorough explanation of the process.

Required Setbacks:

Front Setback: 25 feet
Side Setback: None required
10 feet if abutting a residential district or use
Rear Setback: None required
10 feet if abutting a residential district or use

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PLANNING DIVISION

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 2.0

The maximum floor area ratio refers to the gross floor area of all buildings on the lot divided by the total area of the lot.

Minimum Lot Size: 6,000 square feet

Off-Street Parking: Off-street parking requirements are determined by the use of the property and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

Off-Street Loading: A minimum of one space is required
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

Outdoor Storage: Type 1, Outdoor Display, is allowed; Type 1 allows for display adjacent to a principal building wall and extending to a distance no greater than 5 feet from the wall. This storage may not block windows, entrances or exits, or impair the ability of pedestrians to use the building.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8th Street; more specifically being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2nd Replat), a request for approval of a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: Z15-09: Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc.

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8th Street; more specifically being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2nd Replat), zoned Two-Family Residence (RS-2) Zoning District shall henceforth be permanently zoned as follows: **Office Commercial (CO) Zoning District**.

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 2: That 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 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:
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 4: That the following penalty clause is adopted with this amendment:

PENALTY:
Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

INTRODUCED on the **15th day of December, 2015,** and finally PASSED, APPROVED AND ADOPTED on this the **5th day of January, 2016.**

THE CITY OF SAN ANGELO

_____
Dwain Morrison, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

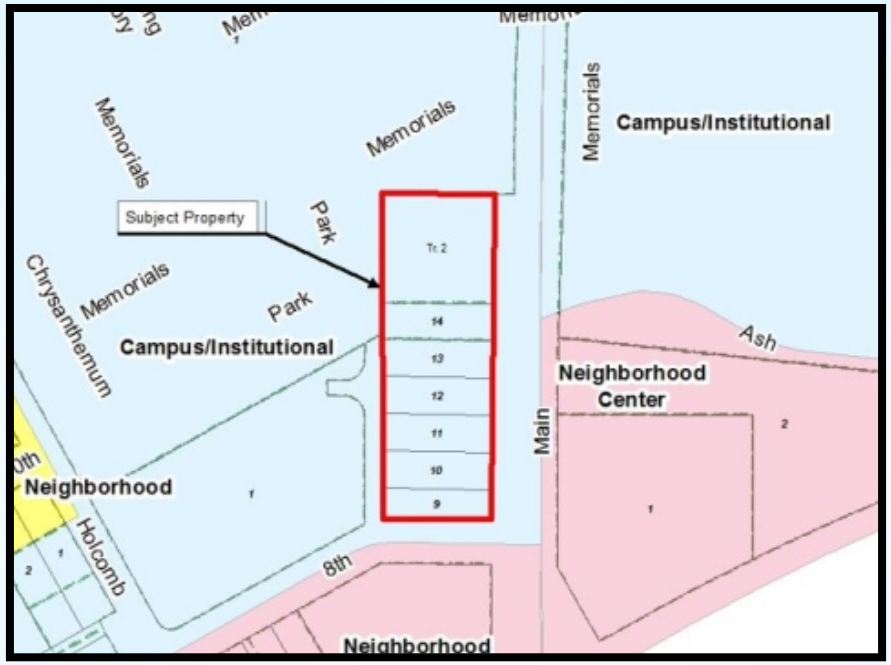
City Council

December 15, 2015
Regular Agenda
Planning & Development Services Department
Z15-09 - Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc.

Z15-09: Church of Christ & Baptist Assoc.

- 1.49 acres
- NW corner of N. Main Street & East 8th St
- SMD #3 – Johnny Silvas
- Reagan Neighborhood

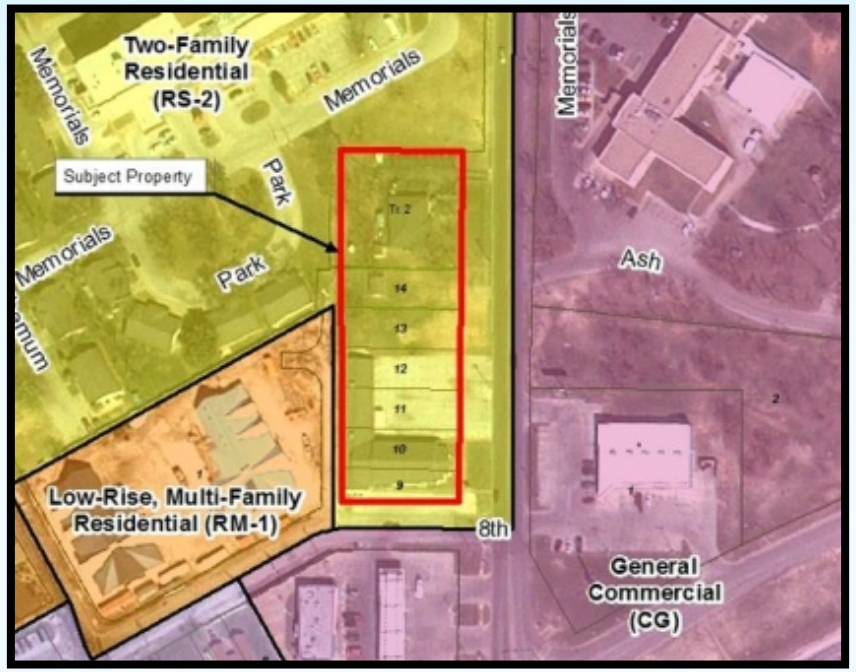
Future Land Use Map



<u>Future Land Use</u>

Campus/Institutional

Zoning Map



Two-Family Residence (RS-2) Zoning District

to

Office Commercial (CO) Zoning District

Rationale

APPROVAL

1. **Compatible with Plans and Policies:** Campus/Institutional Policies support multi-purpose redevelopment and additional office space
2. **Consistent with Zoning Ordinance:** Proposed uses will comply with all provisions of CO Zone
3. **Compatible with Surrounding Area:** Area already includes institutional uses including retirement facilities, community centers and assisted care facilities

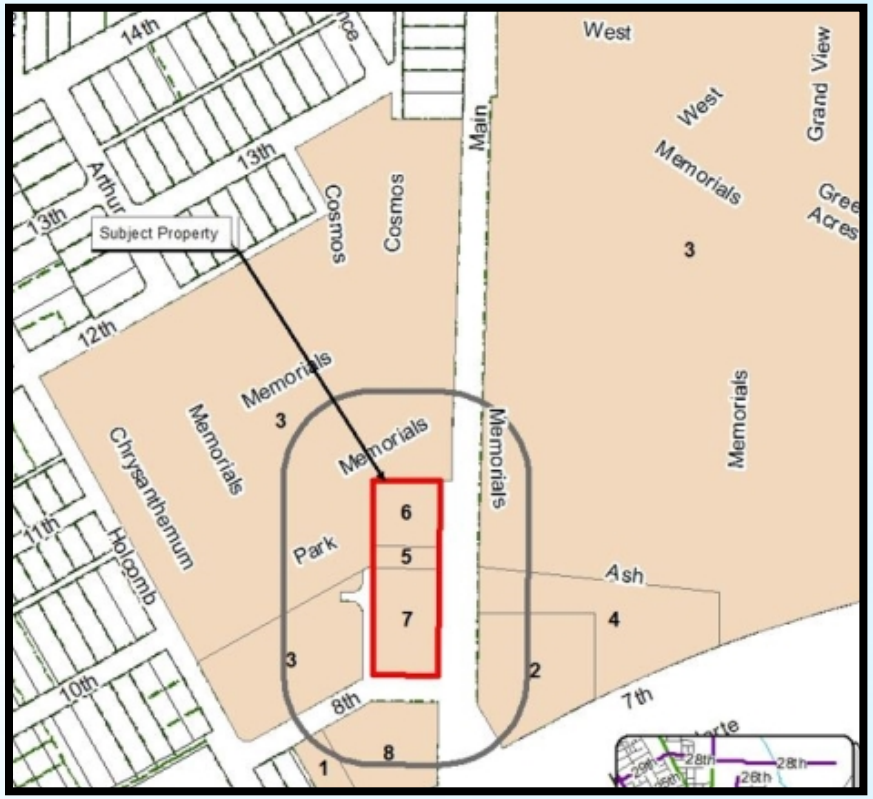
Rationale (cont.)

APPROVAL

4. **Changed Conditions:** Properties part of a larger area of institutional and office uses, would legalize existing church and related facilities
5. **Effect on Natural Environment:** No adverse effect on natural environment, already paved
6. **Community Need:** Will allow for future expansion of church and related facilities
7. **Development Patterns:** North Main Street (Arterial) connects to H. Harte Expressway and can adequately service the development

Notifications

- 8 Notifications mailed within 200-foot radius of original property
- 0 Responses in favor
- 0 Responses in opposition



Planning Commission Recommendation

On November 16, 2015, the Planning Commission voted unanimously to recommend

APPROVAL

of a Rezoning from the

Two-Family Residence (RS-2) District

to the

Office Commercial (CO) District

Staff Recommendation

APPROVE

a Rezoning

from the

Two-Family Residence (RS-2) District

to the

Office Commercial (CO) District

QUESTIONS?

City Council

December 15, 2015
Regular Agenda
Planning & Development Services Department
Z15-09 - Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: December 15, 2015

Item type: Regular Item

Caption:

First Reading and Public Hearing on the adoption of an Ordinance amending Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 3 "Zoning Board of Adjustment" (Presentation by Planning & Development Services Director Jon James)

Summary/History:

On May 19, 2015, and June 2, 2015, City Council approved amendments to the ordinance regarding the establishment, rules, and procedures for the Zoning Board of Adjustment, by providing for a Zoning Board of Adjustment of seven regular members and two alternate members, providing for nominations by Mayor and Council Members, providing procedures for appeal hearings, and providing for filling vacancies.

With the change to the number of members on the Board, changes to the number required to be present to hear cases and for an affirmative vote on certain issues were necessary to comply with state law. These changes were made in the revisions to the bylaws in June. However, not all of those changes were correctly incorporated in the ordinance amendments. The attached proposed changes remedy that by changing the ordinance to match the bylaws and what is required by state law. Specifically, the change to 2.07.061(b) ensures that any case must be heard by at least six members (75% of the Board). The change to Section 2.07.062(c) ensures that a vote of at least six members (previously only four members) is necessary in order to reverse an order, requirement, decision, or determination of an administrative official, decide in favor of any applicant on a matter on which the Board is required to pass under the Zoning Ordinance, or authorize a variation from the terms of the Zoning Ordinance.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1.	Draft Ordinance	PL_ZBA Text Amendment Ordinance (Chapter 2).docx
2.	Chapter 2 Text Amendment	ZBA Text Amendment (REVISED).docx
3.	PowerPoint	Chapter 2 - ZBA Text Amendment_Powerpoint.pptx

Presentation:

Jon James

Approvals/Reviews:

Guerra, Rebeca	Created/Initiated

James, Jon	Approved
James, Theresa	Approved
Carriger, Tina	Approved
James, Theresa	Approved
Dunn, Becky	Approved
Kendrick, Bryan	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE 2.7 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 3 "ZONING BOARD OF ADJUSTMENT," SECTION 2.07.061 "ORGANIZATION AND PROCEDURE" BY RESTATING SUBPART (b); SECTION 2.07.062 "AUTHORITY" BY RESTATING SUBPART (c); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of San Angelo draws upon its citizens for their experience, knowledge and expertise to serve as volunteers on a number of boards and commissions; and,

WHEREAS, the City Council has determined that it is in the public's interest to have adequate representation from all single member districts of the city in the overall appointment process and has adopted by resolution a uniform policy for appointment of City advisory boards and commissions by single member district; and,

WHEREAS, the City Council finds that an appointment process with respect to members of the Zoning Board of Adjustment similar to its uniform policy for the appointment of members of advisory boards and commissions would serve the best interest of the public:

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

Section 1. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Section 2.07.061 "Organization and procedure," is amended by restating subpart (b) to read as follows:

(b) Each case before the zoning board of adjustment must be heard by at least six (6) members.

Section 2. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Section 2.07.062 "Authority," is amended by restating subpart (c) to read as follows:

(c) The concurring vote of six (6) members of the board is necessary to:

(1) Reverse an order, requirement, decision, or determination of an administrative official;

(2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or

(3) Authorize a variation from the terms of the zoning ordinance;

Section 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided

that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases be declared unconstitutional; or invalid.

Section 4. This Ordinance shall become effective from and after its adoption as required by law.

INTRODUCED on the _____ day of _____, 2015, and finally PASSED,

APPROVED and ADOPTED on this the _____ day of _____2016.

CITY OF SAN ANGELO

ATTEST:

_____ BY: _____

Bryan Kendrick, City Clerk Dwain Morrison, Mayor

Approved as to form:

_____

Theresa James, City Attorney

Division 3. Zoning Board of Adjustment
-PROPOSED TEXT AMENDMENT-

Sec. 2.07.061 Organization and procedure

(a) There shall be a zoning board of adjustment that consists of seven (7) regular board member seats and two (2) alternate board member seats to be filled by nomination and appointment by the city council as follows:

(1) One (1) regular board member seat shall be designated to be filled by a nomination of the mayor

(2) Two (2) alternate board member seats shall be designated to be filled by nominations of the mayor;

(3) Each of six regular board member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the council member representing the designated single member district;

(4) The appointment of any regular board member or alternate board member nominated pursuant to this section shall be made by vote of the city council. Should any nominee not secure at least four affirmative votes of council members, the mayor or single member district city council member having made the nomination shall make a new nomination for vote of the council.

(5) The city clerk shall maintain a record of board members that includes the board member's designation as regular board member or as alternate board member, whether the nomination is by mayor or single member district council member, including the designated single member district, the date of appointment by city council, and the date of expiration of the term of appointment.

(6) For purposes of expanding the regular board membership from five regular members to seven regular members after the effective date of this ordinance, the city clerk shall, based on the record of current appointments to the board, designate each current regular member of the board as representative of mayor or specific single council member district. Each of the two additional regular board member seats shall be designated by the city clerk for nomination by the mayor or specific single member district council member so as to provide the mayor and each single member district council member with a designated regular board member seat and the right to make nominations for vacancies or expired terms for such designated regular board member seat.

(b) Each case before the zoning board of adjustment must be heard by at least ~~five (5)~~ six (6) members.

(c) The board shall adopt rules in accordance with the Texas Local Government Code.

(1) Meetings of the board are held at the call of the chairman and at other times as determined by the board.

(2) The chairman, or acting chairman, may administer oaths and compel the attendance of witnesses.

(3) All meetings of the board shall be open to the public.

(d) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.

(e) Any member who fails to attend at least two-thirds (2/3) of the regular meetings in any one-year period shall be deemed to have automatically resigned from office, unless such absences were excused as set forth: the absence shall be termed "excused" by notification to the board secretary no later than 12:00 noon on the Friday before the regularly scheduled zoning board of adjustment meeting. The board secretary shall make periodic attendance reports to the zoning board of adjustment, and a replacement shall be appointed in the manner provided above, for any zoning board of adjustment member who has resigned.

(f) The following rules shall apply to the zoning board of adjustment:

(1) The term of each board member or alternate board member shall be two (2) years.

(2) The city council may remove a regular board member or alternate board member for cause on a written charge after a public hearing.

(3) A vacancy on the board in a regular board member seat or in an alternate board member seat shall be filled for the unexpired term in the same manner as provided for nomination and appointment of a member to fill such member seat.

Sec. 2.07.062 Authority

(a) The zoning board of adjustment may:

(1) Hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this division or the zoning ordinance.

(2) Hear and decide special exceptions to the terms of the zoning ordinance when the ordinance requires the board to do so.

(3) Authorize in specific cases, and subject to appropriate conditions and safeguards, a variance from the terms of the zoning ordinance, if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the regulation is observed and substantial justice is done.

(b) In exercising its authority under subsection (a), the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for the purpose of the board has the same authority as the administrative official.

(c) The concurring vote of ~~four~~ six (6) members of the board is necessary to:

(1) Reverse an order, requirement, decision, or determination of an administrative official;

(2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or

(3) Authorize a variation from the terms of the zoning ordinance.

Sec. 2.07.063 Appeal to the board

(a) Any of the following persons may appeal to the zoning board of adjustment a decision made by an administrative official:

(1) A person aggrieved by the decision; or

(2) Any officer, department, board, or bureau of the city affected by the decision.

(b) The appellant must file with the board and the official from whom the appeal is taken a notice of appeal specifying the grounds for the appeal. The appeal must be filed within ten (10) days from the decision of the administrative official. Within ten (10) days of receiving the notice, the official from whom the appeal is taken shall transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the board or a court of record on application, after notice to the official, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) Prior to the public hearing in which the zoning board of adjustment shall hear an appeal, the following actions shall be made by the board at a separate public hearing:

(1) Designating of the parties in interest;

(2) Setting of a reasonable time and date for the appeal hearing;

(3) Giving of due notice of the appeal hearing to parties in interest;

(4) Giving of public notice of the appeal hearing; and

(5) Establishing of protocol for conducting the appeal hearing.

(f) The public hearing for any appeal shall follow the following procedural order except as may otherwise be directed by consensus of the board:

(1) Identification of parties

(2) Identification of documents constituting the record on appeal to the board

(3) Identification and admission as evidence of pre-filed documents and any additional documents offered into evidence

(4) Presentation by city staff

(5) Presentations by identified parties in interest

(6) Public comment

(7) Rebuttals

(8) Discussion and deliberation by board members

(9) Motion and decision to affirm, modify, or reverse the decision of the administrative official, with supporting findings of fact applicable under the zoning ordinance

Sec. 2.07.064 Judicial review of board decision

(a) Any of the following persons may present to a court of record a verified petition stating that the decision of the zoning board of adjustment is illegal in whole or in part and specifying the grounds of the illegality:

(1) A person aggrieved by a decision of the board;

(2) A taxpayer; or

(3) An officer, department, board, or bureau of the city.

(b) The petition must be presented within ten (10) days after the date the decision is filed in the board's office.

(c) On the presentation of the petition, the court may grant a writ of certiorari directed to the board to review the board's decision. The writ must indicate the time by which the board's return must be made and served on the petitioner's attorney, which must be after ten (10) days and may be extended by the court. Granting of the writ does not stay the proceedings on the decision under appeal, both [but] on application and after notice to the board, the court may grant a restraining order if due cause is shown.

(d) The board's return must be verified and must concisely state any pertinent and material facts that show the grounds of the decision under appeal. The board is not required to return the original documents on which the board acted but may return certified or sworn copies of the documents or parts of the documents as required by the writ.

(e) If at the hearing the court determines that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a referee to take evidence as directed. The referee shall report the evidence to the court with the referee's findings of fact and conclusions of law. The referee's report constitutes a part of the proceedings on which the court shall make its decision.

(f) The court may reverse or affirm, in whole or in part, or modify the decision that is appealed. Costs may not be assessed against the board unless the court determines that the board acted with gross negligence, in bad faith, or with malice in making its decision.

Sec. 2.07.065 Fee

(a) No application to the zoning board of adjustment shall be processed unless such application is accompanied with the appropriate processing fee as established by the city council.

(b) In the case of a second hearing, the fee, or a portion thereof, may be waived by the board.

(1959 Code, sec. 2-1-5; 1996 Code, sec. 2.3205)

Sec. 2.07.066 Notification of property owners

(a) The zoning board of adjustment shall mail notices of each hearing to the petitioner and to the owners of property lying within two hundred feet (200') of any point of the lot, or portion thereof, on which a variance or special exception is desired, and to all other persons deemed by the board to be affected thereby, such owners and persons being determined according to the current tax rolls of the Tom Green County tax appraisal district.

(b) Written notice of the public hearing shall be sent within not less than ten (10) days before any such hearing is held. Depositing such written notification in the mail shall be deemed sufficient compliance.

Sec. 2.07.067 Second hearing

(a) An appeal of a denial by the zoning board of adjustment shall not be allowed on the same piece of property prior to the expiration of six months from a ruling of the board, unless other property in the same zoned area shall have been, within such six (6) month period, altered or changed by a ruling of the zoning board of adjustment.

(b) Such circumstance shall permit the allowance of a second hearing but shall in no way have any force in law to compel the zoning board of adjustment, after a hearing, to grant the variance or special exception; such request shall be considered on its individual merits.

Sec. 2.07.068 Time limitation on approved requests

(a) Unless otherwise specified in the minute record of the zoning board of adjustment's action on a request, an application to commence construction of improvements that were the subject of the request must be applied for and approved within 12 months from the date of approval of that request; otherwise, the board's action on that request shall automatically become null and void. Permitted time frames do not change with successive owners.

(b) Upon written request, only one extension of the 12-month period may be granted by the planning director if it is determined that conditions of the site and immediately surrounding area are substantially changed.

Secs. 2.07.069–2.07.090 Reserved

City Council

December 15, 2015
Regular Agenda
Planning & Development Services Department
ZBA Text Amendment for Chapter 2

Proposed Chapter 2 Text Amendment

Section 2.07.061 Organization and procedure

(b) Each case before the zoning board of adjustment must be heard by at least ~~five (5)~~ six (6) members.

Proposed Chapter 2 Text Amendment

Section 2.07.062 Authority

(c) The concurring vote of ~~four~~ six (6) members of the board is necessary to:

(1) Reverse an order, requirement, decision, or determination of an administrative official;

(2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or

(3) Authorize a variation from the terms of the zoning ordinance.

Staff Recommendation

APPROVE

a text amendment to

Chapter 2 “Administration and Personnel,”

Article 2.07 “Boards, Committees and Commissions,”

Division 3 “Zoning Board of Adjustment”

QUESTIONS?

City Council

December 15, 2015
Regular Agenda
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