



## **City Council Agenda 10/16/2018**

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on October 16, 2018 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

**1. Call to Order**

**2. Legislative Prayer**

**3. Pledges**

**4. Proclamations/Recognitions**

- a. Proclamation of October 24, 2018 as Mark McLaughlin Day
- b. Introduction of Texas Amateur Athletics Federation President and presentation of awards to winners for Coach of the Year, Male Athlete of the Year for local area and region, and Regional Director of the Year (Brent Casey)

**5. 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 three 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.

**6. Consent Agenda**

- a. Consider approving the October 2, 2018 City Council regular meeting minutes (Julia Antilley)
- b. Consider a resolution authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent (more than 100 days delinquent) on the following properties (Cindy Preas):
  - 1. 1706 Shad Road (\$1,420)
  - 2. 1850 Shady Point Circle (\$1,208)
- c. Consider authorizing the City Manager to enter into a new Recreational and Agricultural Lease Agreement for 2.92 acres out of William Etzel, S-167, A-157, and adjacent to South Concho River (Cindy Preas)
- d. Consider a resolution authorizing the City Manager to accept and assign an airport lease and license agreement at 9010 Hangar Road of 47,082 square feet of land from 851JW, LLC to Heartsill Corporation (Mitch Sprunger)

- e. Consider a resolution authorizing the City Manager to negotiate and execute a Memorandum of Understanding with the City of San Angelo Development Corporation relating to a Type B Development Corporation project providing consulting and planning services for a proposed business and industrial park to be located at the San Angelo Regional Airport—Mathis Field (Guy Andrews)
- f. Consider approving Buyboard Contract #515-16 for the purchase of one Street Sweeper from Tymco, Inc. (Waco, TX), in the amount of \$258,646.50, budgeted in fiscal year 2019 (Ryan Kramer)
- g. Consider increasing award of RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$140,541.11, budgeted in fiscal year 2019, for the purchase of one unit (Ryan Kramer)
- h. Consider approving payment to Texas Municipal League Intergovernmental Risk Pool in the amount of \$397,160.68 for the policy year 2018-2019 renewal premium, budgeted in fiscal year 2019 (Charles Hagen)
- i. Consider authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services with associated costs not to exceed \$91,084 for fiscal year 2019 (Chief Carter)
- j. Consider authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services with associated costs not to exceed \$31,704 for fiscal year 2019 (Chief Carter)
- k. Consider a resolution approving the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) grant for airport maintenance reimbursements up to \$50,000 for fiscal year 2019 and authorizing the City Manager to negotiate and execute all related documents (Mitch Sprunger)
- l. Consider a resolution authorizing a special event known as "Joe's Bar and Grill Car Show" and approving variances to city ordinances at Mary E. Lee Park for October 20, 2018 (Brent Casey)
- m. Consider a resolution approving a first amendment to the Santa Fe Municipal Golf Course Services Agreement that outlines obligations of Two Pro Management to the City and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- n. Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 for capital items, grants, and reimbursed expenses (Tina Dierschke)
- o. Second reading and public hearing of an Ordinance amending Chapter 4, Article 4.03, to amend sections 4.03.032 and 4.03.033; and Chapter 4, Article 4.04, to adopt the 2015 editions of the International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, and the 2014 National Electric Code (Al Torres)

## **7. Regular Agenda**



- a. First reading and public hearing of an ordinance approving case Z18-20, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road (Jon James)
- b. First reading and public hearing of an ordinance for Z18-17, a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street (Jon James)
- c. Update on Sales Tax revenue performance (Tina Dierschke)

## **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(2) consult with attorney when the governmental body seeks the advice of its 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:
  - Solid Waste Contract
  - Selection of Agent to Represent City
  - West Texas Water Partnership
- b. Sec. 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
- c. Section 551.074(1) to deliberate the annual evaluation of the City Manager

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

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various board nominations:  
**MHMR Services:** Trudy Darling to an unexpired term ending October 2020, Cary Houston to an unexpired term ending October 2020, Jacqueline Shannon to an unexpired term ending October 2020, and John Stokes to an unexpired term ending October 2020
- c. Announcements and consideration of Future Agenda Items

## **10. 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 12th day of October 2018, at 11:25 a.m.

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Bryan Kendrick, City Clerk

All agenda items are subject to action. All contracts/agreements may be subject to further negotiation prior to execution. 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.

# Proclamation

John Mark McLaughlin and his wife Amy moved to San Angelo in 1962, and thereafter the pair made an incredible impact on the Concho Valley Community. Today, we commemorate Mark's contributions, accomplishments and dynamic leadership over the years.

Among the vast areas that Mark contributed to the success of, or brought to San Angelo, are the following:

- founder of Texas State Bank along with Bill Marschall in 1962 and thereafter serving as Chairman of the Board and guiding its continued success;
- founder of the first cellular telephone company in San Angelo, now known as West Central Wireless;
- President of the San Angelo Chamber in 1988;
- one of the earliest benefactors of the San Angelo Area Foundation, along with his wife Amy; and,
- board member of the Angelo Community Hospital and the Boy Scouts' Concho Valley Council.

In addition to the service in San Angelo, Mark also served at a broader scale for our great state in many respects, including his roles as:

- president of the Mohair Council of America;
- president of Fort Worth-based Texas and Southwestern Cattle Raisers Association in the 1990s;
- trustee and president of the UT Law School Foundation;
- judge advocate in the US Air Force; and,
- board member on the UT Development Board.

Mark McLaughlin has demonstrated excellence and spirit, and he continues to inspire and guide citizens of San Angelo. He has truly helped to shape our wonderful city.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, and together with the San Angelo Chapter of the Texas Exes, do hereby proudly proclaim October 24, 2018 as

## **Mark McLaughlin Day**

and urge all the citizens of San Angelo to acknowledge the occasion of this day.

**In Witness Whereof**, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16<sup>th</sup> day of October, 2018.

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**Brenda Gunter**

**Mayor of the City of San Angelo**

City of San Angelo, Texas  
Regular City Council Meeting  
Tuesday, October 2, 2018

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Present:

Mayor Brenda Gunter  
Mayor Pro tem Lane Carter, SMD 5  
Council Member Tommy Hiebert, SMD 1  
Council Member Tom Thompson, SMD 2  
Council Member Harry Thomas, SMD 3  
Council Member Lucy Gonzales, SMD 4  
Council Member Billie F. DeWitt, SMD 6

**1. Call to Order**

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, October 2, 2018, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

**2. Legislative Prayer**

An invocation was provided by Council Member Gonzales.

**3. Pledges**

The pledges were led by third grade student Carys Sanchez.

**4. Proclamations/Recognitions**

October 22-26, 2018 was proclaimed "Red Ribbon Week"

**5. Public Comment**

Public comments were made by the following:

SAISD Superintendent Carl Dethloff spoke regarding the November bond referendum.

Operations Director Shane Kelton reminded the public of upcoming recycling forums.

Assistant City Manager Michael Dane announced the retirement of HR Director Lisa Marley and thanked her for her service; City Manager Daniel Valenzuela echoed the sentiment.

Mayor Gunter recognized October as Hispanic Heritage Month.

Assistant City Manager Michael Dane provided an update on the parvo virus outbreak including the temporary closure of the dog park and the halt on animal shelter intake and adoptions.

Firefighter Mason Mathews announced this week's Fill the Boot Campaign for the Muscular Dystrophy Association.

Republic Services Representative Joe Spano provided an update on the City of Sonora flooding cleanup effort.

**6. Consent Agenda**

- a. Approval of the September 18, 2018 City Council regular meeting minutes

- b. Authorization of the sale of the following Lake Nasworthy properties to current residential lot leaseholder for the appraised value and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the properties:
  - 1. 2894 Red Bluff Circle (\$130,000)
  - 2. 2590 Sleepy Hollow Road (\$104,657)
  - 3. 2854 Red Bluff Circle (\$62,414)
  - 4. 2169 Gun Club Road (\$54,290)
- c. Approval of items related to a contract with AssetWorks, LLC, fleet management software:
  - 1. Ratification of payment made between May 6, 2017, and August 30, 2018, in an amount of \$60,480.46
  - 2. Continuation of GSA Contract #GS-35F-317G for fleet management software to AssetWorks, LLC, budgeted annually, not to increase more than 5% over the previous contract year price
- d. Approval of an amendment to an existing Contract with Ener-Tel Services (through Buyboard) beyond the initial term that ends November 11, 2018 and extending through December 31, 2018 and authorizing City Manager to negotiate and execute all related documents
- e. Approval of Tax Increment Reinvestment Zone (TIRZ) incentive funding for two private projects in the North TIRZ area for the properties located at 1102 N. Chadbourne and 2412 N. Chadbourne totaling \$71,881.58
- f. Ratification of COSADC's approval of a resolution authorizing the use of Sales and Use Tax funds in an amount not to exceed \$225,000 to the San Angelo Chamber of Commerce for promotional and business recruitment services, a project authorized under Chapters 502 and 505 of the Texas Local Government Code
- g. Second reading and adoption of ordinances approving:
  - 1. Case CP18-07, an amendment to the Comprehensive Plan, changing the Future Land Use designation from "Neighborhood" to "Neighborhood Center," being 0.22 acres located at 1520 Bryan Street
  - 2. Case Z18-16, a rezoning from the Single-Family Residential (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, being 0.22 acres located at 1520 Bryan Street
- h. Second reading and adoption of a text amendment to the Zoning Ordinance, Article 3, Section 315.H.4.d to remove a reference to the use category of "Game Hall"
- i. Second reading and adoption of a text amendment to the Zoning Ordinance, Article 2, amending Section 208.G.1 for Conditional Uses and Section 209.I.1 for Special Uses to only apply a 12-month expiration period when a permit from the city is required

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve the consent agenda with the exception of items 6c and 6e. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member DeWitt, to approve item 6c as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve item 6e as presented. The motion carried unanimously (7) ayes to (0) nays.

**7. Regular Agenda**

- a. Second reading and public hearing adopting an ordinance revising Chapter 2 Article 2.07 of the San Angelo Code of Ordinances to standardize provisions related to City Boards and Commissions - (Requested by Council Member Harry Thomas and presentation made by City Clerk Bryan Kendrick)

Planning Commission Vice-Chair Joe Spano made public comment.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item as presented, with the exception that the existing term will be the same as the current term of service. The adoption of this ordinance will not restart the term count to the first term of service. The motion carried unanimously (7) ayes to (0) nays.

- b. First public hearing and consideration of an ordinance amending Chapter 11 "Utilities," Article 11.02 "Water and Sewer Systems", Section 11.02.031 "Rates", by amending the conservation discounts - (Presentation made by Water Utilities Director Allison Strube)

Citizens Steve Hampton, Lynette Lucas, Joe Hyde, and Anna Bartosh made public comment.

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve on first reading as presented, with the effective date being at such time Council adopts a new water conservation program. No vote was taken on this motion.

Citizen Lynette Lucas made public comment.

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to postpone the item. The motion carried unanimously (7) ayes to (0) nays.

- c. First reading and public hearing of an ordinance amending Chapter 4, Article 4.03, to amend sections 4.03.032 and 4.03.033; and Chapter 4, Article 4.04, to adopt the 2015 editions of the International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, and the 2014 National Electric Code - (Presentation made by Construction Manager Al Torres and Building Official Charlie Kemp)

Citizen Tanner Kolster of Kolster Plumbing, expressed concerns over visual plumbing inspections and in opposition of purple primer. Citizen Rocky Templin, a homebuilder, spoke in favor of this plan as it moves the city closer to the 2020 codes, in particular the plumbing code changes. Citizen Kristen Oliver of the San Angelo Home Builders Association spoke in favor of these changes. All expressed their thanks to Al Torres, Charlie Kemp, and staff for their work on these code updates.

Citizens Steve Hampton and Lynette Lucas made public comment.

Motion: Council Member Carter made a motion, seconded by Council Member Thompson, to approve the first reading of the building code as presented, with the exceptions of removing requirements for water testing and purple primer for plumbing inspections. Additionally, going forward city permitting/inspectors must provide proper documentation stating whether the plumbing has undergone a water test or has purple primer (neither of which are required, but may be requested/provided by the builder). The motion carried unanimously (7) ayes to (0) nays.

*This item taken out of order.*

- d. Approval of awarding RFB PK-03-18 Renovation and Expansion of Ruffini Parking Lot to Symco Structural, Inc. of San Angelo, TX, in the amount of \$279,655, budgeted for purchase in FY19, and authorizing the City Manager to execute any related documents - (Presentation made by Construction Manager Alfonso Torres)

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the item as presented, contingent on approval of the associated budget amendment (item 7f). The motion carried unanimously (7) ayes to (0) nays.

*This item taken out of order.*

- e. Approval of authorizing the San Angelo Fire Department to accept and execute the Staffing for Adequate Fire and Emergency Response (SAFER) grant for \$1,096,192 for 8 additional firefighters. This is a three year grant that the city will pay 25% of the salaries in year one, 25% year two, 65% in year three and the full amount of salaries and benefits starting the fourth year. Cost at the end of the fourth year will be \$592,536 - (Presentation made by Assistant Chief Todd Sanford)

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve the item as presented, contingent on approval of the associated budget amendment (item 7f). The motion carried unanimously (7) ayes to (0) nays.

- f. First public hearing and introduction of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for capital items, grants, and reimbursed expenses - (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member DeWitt made a motion, seconded by Council Member Carter, to approve the item as presented. The motion carried unanimously (7) ayes to (0) nays.

## **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. Sec. 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
- b. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its 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 solid waste contract
- c. Section 551.074(1) to deliberate the annual evaluation of the City Manager

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

- a. Consider items discussed in Closed Session, if needed
- b. Consider approving various board nominations:

**Development Corporation:** Max Puello (SMD3) to an unexpired term ending February 2019



**Parks and Recreation Advisory Board:** Jon Mark Hogg (SMD5) to an unexpired term ending December 2019

Motion: Council Member Hiebert made a motion, seconded by Council Member Carter, to approve the nominations as presented. The motion carried unanimously seven (7) ayes to zero (0) nays.

c. Announcements and consideration of Future Agenda Items

City Clerk Bryan Kendrick led a discussion on the schedule of upcoming November City Council Meetings. Council's consensus was to meet November 6 and 20, 2018 as originally scheduled.

**10. Adjournment**

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

There being no further business, the meeting was adjourned at 1:42 p.m.

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

\_\_\_\_\_  
Brenda Gunter, Mayor

**ATTEST:**

\_\_\_\_\_  
Julia Antilley, Deputy 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

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Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent (more than 100 days delinquent) on the following properties (Cindy Preas):

1. 1706 Shad Road (\$1,420)
2. 1850 Shady Point Circle (\$1,208)

## **Summary/History:**

Lessees are more than 100 days delinquent in paying annual Lake Nasworthy residential lot lease fees. All reasonable collection efforts made by the Real Estate Division have failed. It is the recommendation of the Real Estate Division that the City Attorney's Office terminate the Lake Nasworthy Residential Lot Leases and begin the eviction process. Total amount due includes annual rent and delinquent fees.

On February 6, 2007, City Council approved the procedure for Lake Lease Delinquent Billing and Termination Notices. Staff has followed the established procedures, to include a 30-day notice to Lessees and their lenders advising of the default; to date, all collection efforts have failed.

## **Financial Impact:**

The following Lessees have failed to pay annual rent and delinquent fees:

1. Carol Buie (Estate), 1706 Shad Road \$1,420
2. Kippy Joiner and Israel Joiner, 1850 Shady Point Circle; \$1,208

## **Other Information/Recommendation:**

Staff recommends that the City Attorney's Office terminate the Lake Nasworthy Residential Lot Leases and begin the eviction process.

## **Attachments:**

- |                           |                             |
|---------------------------|-----------------------------|
| 1. Termination+Resolution | Termination+Resolution.docx |
|---------------------------|-----------------------------|

## **Presentation:**

## **Approvals/Reviews:**

|               |                   |
|---------------|-------------------|
| Cynthia Preas | Created/Initiated |
| Cynthia Preas | Approved          |
| Theresa James | Approved          |

Anthony Wilson  
Julia Antilley  
Tina Dierschke  
Theresa James  
Becky Dunn  
Bryan Kendrick

Approved  
Approved  
Approved  
Approved  
Approved  
Final Approval

**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE IN CONSULTATION WITH THE CITY ATTORNEY TO PROVIDE LEGAL NOTICE OF TERMINATION OF LEASE FOR LESSEES DEFAULT IN LEASE TERMS RELATING TO NON-PAYMENT OF ANNUAL RENT PURSUANT TO NOTICE OF DEFAULT PREVIOUSLY GIVEN UNDER THE LEASE, ANNUAL RENT NOW BEING PAST DUE FOR MORE THAN 100 DAYS, ON THE FOLLOWING LAKE NASWORTHY ADDITION RESIDENTIAL LOTS: (1) LOT 2, GROUP SHADY POINT; AND (2) LOT 35A, GROUP SHADY POINT.**

WHEREAS, the City of San Angelo (City) is owner and Lessor of certain Lake Nasworthy residential lots, located in San Angelo, Tom Green County, Texas; and,

WHEREAS, under the terms of the Lake Nasworthy Residential Lot Leases annual rent is due each year; and,

WHEREAS, the following Lessees are more than 100 days delinquent in paying annual rent;

1. Carol Buie (Estate) (\$1,420.00), 1706 Shad Road;
2. Kippy Joiner and Israel Joiner (\$1,208), 1850 Shady Point Circle;

WHEREAS, 30-day notice (October 5, 2017) was given to Lessee advising failure to pay the full annual rent when due constitutes a material breach of the lease agreement; and,

WHEREAS, Lessee has not paid annual rent or made payment arrangements; and

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

The City Manager or his designee in consultation with the City Attorney, is hereby authorized to provide legal notice of termination of lease for Lessees default in lease terms relating to non-payment of annual rent pursuant to notice of default previously given under the lease, annual rent now being past due for more than 100 days, on the following Lake Nasworthy residential lots:

1. Carol Buie (Estate) (\$1,420.00), 1706 Shad Road;
2. Kippy Joiner and Israel Joiner (\$1,208), 1850 Shady Point Circle;

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Cynthia S. Preas, Real Estate Manager

\_\_\_\_\_  
Theresa James City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4407

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider authorizing the City Manager to enter into a new Recreational and Agricultural Lease Agreement for 2.92 acres out of William Etzel, S-167, A-157, and adjacent to South Concho River (Cindy Preas)

## **Summary/History:**

Ronnie Thomas requests to enter into a Recreational and Agricultural Lease Agreement for 2.92 acres of land out of William Etzel, S-167, A-157 and located between Thomas property and the South Concho River. Staff recommends a term beginning November 1, 2018, and expiring May 30, 2022, the expiring term coincides with all other Recreational and Agricultural Leases.

The above area has not been previously leased. The requestor accepts the leased property "as is", and per the lease agreement will be responsible for future maintenance of the leased property.

Recreational leases do not allow permanent structures be placed on the leased property.

Water Utilities Department manages the property and is agreeable to the lease.

## **Financial Impact:**

New yearly revenue: \$442.00

The annual lease fee is governed by the City of San Angelo Code of Ordinances, Article A6.001(3):

\$14.00.....per acre

\$0.50.....per river/lake frontage

\$250.00.....recreation fee

In addition to the annual lease fee, the leaseholder is required to pay \$276.00 Granting Fee at the time of lease execution, as governed by the City of San Angelo Code of Ordinances, Article A6.001(2).

## **Other Information/Recommendation:**

Staff recommends approval.

## **Attachments:**

1. Map\_Thomas\_RiverLeasenearChristovalRd                      Map\_Thomas\_RiverLeasenearChristovalRd.pdf

## **Presentation:**

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Cynthia Preas  | Created/Initiated |
| Cynthia Preas  | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |





Lease Area



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Mitch Sprunger, Interim Airport Director, Airport, 325-659-6409

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution authorizing the City Manager to accept and assign an airport lease and license agreement at 9010 Hangar Road of 47,082 square feet of land from 851JW, LLC to Heartsill Corporation (Mitch Sprunger)

## **Summary/History:**

851JW, LLC has requested a lease and license transfer of their airport property ground lease for 47,082 square feet of land located at 9010 Hangar Road at San Angelo Regional Airport to Heartsill Corporation. This current lease has one 9,258 square foot hangar located on the property.

The current lease term on this property began on November 1, 2014 and runs through November 30, 2024.

## **Financial Impact:**

The rent payment on this property will remain the same at \$470.82 a month which will cause no impact on the airport budget

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | AP 851JW HEARTSILL 9010 HANGAR RD<br>LSE_ASSIGNMENT | AP 851JW HEARTSILL 9010 HANGAR RD<br>LSE_ASSIGNMENT.pdf |
| 2. | 18-981_AP_9010_HANGAR_RD_ASSIGNMENT_RESO            | 18-<br>981_AP_9010_HANGAR_RD_ASSIGNMENT_RESO.docx       |

## **Presentation:**

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Mitch Sprunger | Created/Initiated |
| Mitch Sprunger | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |

Bryan Kendrick

Final Approval



**ASSIGNMENT OF CITY OF San Angelo REGIONAL AIRPORT—MATHIS  
FIELD AIRPORT LEASE AND LICENSE AGREEMENT, ACCEPTANCE OF  
ASSIGNMENT, AND CONSENT TO ASSIGNMENT BY THE CITY OF SAN  
ANGELO**

THIS AGREEMENT is made and entered into effective this 20<sup>th</sup> day of September, 2018, by and between 851JW, LLC, a Texas limited liability company, and HEARTSILL CORPORATION, a Texas corporation.

WHEREAS, 851JW, LLC, (hereinafter referred to as “Tenant” or “Assignor”), entered into an Airport Lease and License Agreement with the City of San Angelo, a Texas home rule municipal corporation (hereinafter “Lessor” or “Licensor”), for the lease of certain premises and license for operation of an aeronautical fixed base operation located at the San Angelo Regional Airport--Mathis Field, effective for a term commencing December 1, 2014, and ending on November 30, 2024, (hereinafter “Lease”) a true and correct copy of which is attached hereto as **Exhibit “A”**, and made a part hereof for all purposes; and

WHEREAS, Tenant wishes to assign the Lease to HEARTSILL CORPORATION, a Texas corporation (“Assignee”); and,

WHEREAS, Assignee has received a complete copy of the Airport Lease and License Agreement, has reviewed it, and agrees to perform the duties and obligations of Tenant pursuant to the terms and conditions therein contained; and,

WHEREAS, City of San Angelo, Lessor/Licensor, is agreeable to consent to the assignment of the Lease from Assignor to Assignee on terms and conditions stated;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, 851JW, LLC, Assignor and HEARTSILL CORPORATION, Assignee, agree as follows:

Assignment of Airport Lease and License Agreement

851JW, LLCA, Tenant (Assignor hereunder), on the following terms and conditions, does hereby assign to HEARTSILL CORPORATION, Assignee, that certain Airport Lease and License Agreement with the City of San Angelo, Lessor, for lease of Premises and license for operation of an aeronautical fixed base operation on certain premises located at the San Angelo Regional Airport--Mathis Field, effective for a term commencing December 1, 2014, and ending November 30, 2024, a copy of which is attached hereto as **Exhibit “A”**, and made a part hereof for all purposes (the “Lease”):

- 1, This assignment of Lease shall become effective on September 20, 2018.

2. All notices under the Lease as provided under sub-section 13.8 thereof shall be addressed to the City of San Angelo, Lessor, and Heartsill Corporation, Attention: Joe Heartsill, P. O. Box 60010, San Angelo, Texas 76906, Assignee assuming obligations of Tenant under the Lease, as follows:

If to the City of San Angelo:

City of San Angelo  
San Angelo Regional Airport—Mathis Field  
Attention: Airport Director  
8618 Terminal Circle, Ste. 101  
San Angelo, Texas 76904

*With Copies to:*

City Attorney's Office  
72 W. College Avenue  
San Angelo, Texas 76903

If to Assignee/Tenant: Heartsill Corporation.

Attention: Joe Heartsill  
P. O. Box 60010  
San Angelo, Texas 76906

3. Assignor hereby represents, certifies and warrants to Assignee and City of San Angelo that all of Assignor's duties as Tenant under said Lease and License Agreement have been completely and fully fulfilled, through the effective date of this assignment, including without limitation duties with respect to the payment of rent, the keeping and production of books and records, payment of taxes and assessments, payment of utilities, maintenance of insurance and related insurance requirements, including that Assignor has provided certificates of such insurance to Lessor.

4. Assignee shall provide certificates of insurance to Lessor as required of Tenant under the Lease on or before taking possession of the Leased Premises or conducting business at the San Angelo Regional Airport—Mathis Field, pursuant to Assignee's acceptance of this assignment.

5. This Assignment of the Lease and consent to the assignment shall not release Assignor from Tenant obligations under the Lease; and, Assignor shall remain ultimately liable to Lessor for all payment obligations and performance obligations of Tenant under the Lease.

Acceptance of Assignment of Airport Lease and License Agreement,

And

Assumption of Obligations of Tenant under the Lease

Heartsill Corporation, a Texas corporation (Assignee), hereby: (a) acknowledges and accepts the foregoing Assignment of Airport Lease and License Agreement; (b) assumes all of the obligations of Tenant contained in said Lease, a copy of which is attached to this assignment and acceptance as **Exhibit "A"**, and which is made a part of this acceptance for all purposes; and, (c) agrees to be bound by and to faithfully, timely and fully perform all terms, conditions, covenants and agreements of Tenant under said Lease.

Consent by Lessor/Licensor to Assignment of Airport Lease and License Agreement

And

Tenant Release

1. In consideration of and in reliance upon the terms and conditions of this assignment, the above assumption by Assignee, and promises of Assignor and Assignee contained in this instrument, including the release, hold harmless and indemnification agreement of Assignor, the City of San Angelo, Lessor/Licensor, hereby consents to the foregoing assignment of the Lease.
2. In partial consideration for the consent of City of San Angelo to this Assignment of the Lease 851JW, LLC, Tenant/Assignor, hereby agrees that this Assignment of Lease and Lessor's/Licensor's consent to the assignment, shall not release Assignor from Assignor's obligations under the Lease intended to apply despite termination of the Lease, including but not limited to provisions relating to indemnification and hold harmless. 851JW, LLC, Tenant/Assignor, hereby forever releases the City of San Angelo, its council members, board and commission members, officials, agents and employees from any and all claims arising from, or connected with, the said Lease, including but not limited to any claim for rent adjustment or reimbursement of any portion of rents paid.
3. The City Council of the City of San Angelo has authorized consent to this assignment by resolution of its City Council duly adopted on \_\_\_\_\_, 20 \_\_\_\_.

*(Signature Page to follow)*

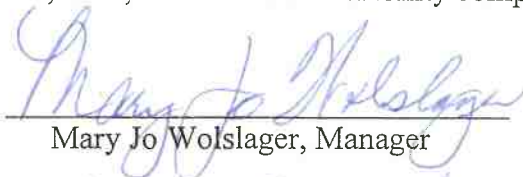


IN WITNESS WHEREOF, the parties hereby have executed this Assignment on the day and year first above written.

**ASSIGNOR:**

851JW, LLC, a Texas limited liability company

BY

  
Mary Jo Wolslager, Manager

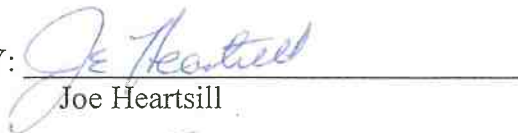
EMAIL: jww@ suddenlink.net

Date: September 20, 2018

**ASSIGNEE:**

HEARTSILL CORPORATION

BY:

  
Joe Heartsill

EMAIL: Texasracer7@gmail.com

Date: September 20 2018

The foregoing Assignment is approved and accepted by the City of San Angelo, Texas.

CITY OF SAN ANGELO, TEXAS

ATTEST:

  
Daniel Valenzuela, City Manager

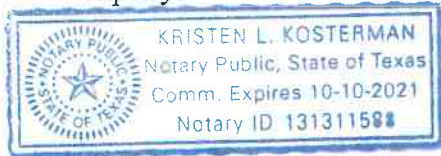
  
Bryan Kendrick, City Clerk

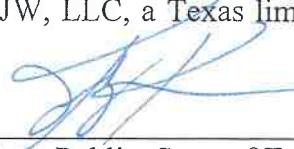
Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
TOM GREEN COUNTY   §

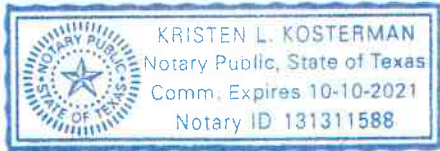
This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2018, by MARY JO WOLSLAGER, as Manager of 851JW, LLC, a Texas limited liability company, on behalf of said company.



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

STATE OF TEXAS       §  
                                  §  
TOM GREEN COUNTY   §

This instrument was acknowledged before me on the 20<sup>th</sup> day of September, 2018, by JOE HEARTSILL, as President of HEARTSILL CORPORATION, a Texas corporation, on behalf of said company.



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

STATE OF TEXAS       §  
                                  §  
TOM GREEN COUNTY   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by DANIEL VALENZUELA, City Manager for the City of San Angelo, Texas, a municipal home rule corporation, on behalf of said corporation.

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
, Airport Director

APPROVED AS TO FORM

  
\_\_\_\_\_  
Dan T. Saluri, Deputy Assistant City Attorney



**EXHIBIT "A"**  
**SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD,**  
**AIRPORT LEASE AND LICENSE AGREEMENT**  
**BY AND BETWEEN CITY OF SAN ANGELO, TEXAS AND HEARTSILL**  
**CORPORATION**

*(Exhibit is on following pages)*



EXHIBIT "A"

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD  
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

9010 Hangar Road

This Airport Lease and License Agreement ("Lease") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized City Manager ("Landlord" or "City"), and 851 JW, LLC, a Texas limited liability company acting by and through its Managing Member ("Tenant").

RECITALS:

A. Landlord is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and,

B. Landlord and Tenant desire to enter into a lease and license agreement for Tenant's aeronautical fixed base operation on a certain tract of land commonly known as 9010 Hangar Road, consisting of approximately 47,082 Square Feet of land, acres more or less; and,

C. Tenant has constructed one metal hangar on the Leased Premises, being approximately 9,258 Square Feet, said hangar being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes. This Lease and License Agreement (hereinafter "Lease") shall supersede all prior representations, agreements, leases and promises, between the parties relating to the Premises, whether oral or written; and

D. Landlord deems it advantageous to grant to Tenant the right to conduct the aeronautical fixed base operation hereinabove described;

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, Landlord and Tenant agree as follows:

1. PREMISES

1.1 Adoption of Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and are adopted as part of the terms and conditions of this Lease.

1.2 Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises commonly known as 9010 Hangar Road, consisting of approximately 47,082 Square Feet of land, more or less, and including one metal hangar located thereon, being approximately 9,258 Square Feet of hangar space, said tract of land and hangar being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes (hereinafter "Leased Premises").



- 1.3 No Express or Implied Warranties. Said tract and hangar are hereinafter referred to as the "Leased Premises" or the "Property". TENANT HAS EXAMINED AND ACCEPTS THE LEASED PREMISES AND ANY IMPROVEMENTS AND FIXTURES ON THE LEASED PREMISES, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY. NO REPRESENTATION, STATEMENT, GUARANTY OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE LEASED PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE LEASED PREMISES OR FOR ANY LIMITATION ON THE UTILIZATION OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE LANDLORD'S CONTROL.

2. TERM.

- 2.1 Initial Term. This Lease is granted for a term of ten (10) years beginning December 1, 2014, the "Effective Date", and ending November 30, 2024.
- 2.2 Option to Extend Term. The Tenant shall have an option to extend the term of this Agreement for an additional ten years conditioned upon Tenant not then being in default under the terms of this Lease; however, rents payable shall be adjusted to the schedule of San Angelo Regional Airport—Mathis Field rates and charges then applicable for the metal hangar building and for net area of lot under the Lease. Upon expiration of the Initial Term of this Lease, all improvements made by Tenant upon the Leased Premises, including the described metal hangar building, shall be deemed by the parties to be the property of the Landlord.
- 2.3 Tenant Option to Terminate Lease. During the Initial Term of this Lease, Tenant shall have the option to terminate the Lease upon sixty (60) days written notice of termination delivered to Landlord. Upon the effective date of such termination, all improvements made by Tenant upon the Leased Premises, including the described metal hangar building, shall be deemed by the parties to be the property of the Landlord.
- 2.4 Holdover. Any holding over by Tenant under this Lease after the expiration of the initial term or any extension thereof shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord on thirty (30) day written notice of termination given to Tenant. Rent payable upon commencement of and during the term of any such holdover shall be deemed by the parties to be automatically adjusted by calculating rent payable at the then current Airport scheduled rates for vacant and for hangar space, based upon the square footage of vacant land net of hangar space and the square footage of the hangar structure as described and depicted on Exhibit "A".

3. RENT.

- 3.1 Rent. During the initial term of this Lease, Tenant shall pay rent to Landlord for the use of Leased Premises ("Land") in advance, monthly, in the amount of FOUR HUNDRED SEVENTY AND 82/100 DOLLARS (\$470.82).
- 3.2 Time for Rent Payment. The first monthly rental payment shall be due and payable on the 15<sup>th</sup> day of December, 2014, and subsequent monthly rental payments shall automatically become due and payable on the 15<sup>th</sup> day of each succeeding month thereafter, for the initial term of this Lease, or any extension thereof, or until this Lease is earlier terminated as provided for herein.
- 3.3 Place of Payment. All payments due by Tenant to Landlord under this Lease shall be made at the Airport Director's office at San Angelo Regional Airport—Mathis Field, 8618 Terminal Circle, Suite 101, San Angelo, Texas 76904, or at such other place as Landlord may from time to time designate by written notice to Tenant.
- 3.4 Delinquent Payments. Tenant shall pay to Landlord a late charge and interest for any rent payment past due in accordance with City ordinances, provided however, that this provision for late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
- 3.5 Adjustments to Rent. During the initial term, rents are based upon the schedule of San Angelo Regional Airport—Mathis Field Rates and Charges adopted by resolution of City Council as recommended by the Airport Advisory Board from time to time for land area of lot only. Effective every three years from the Effective Date of this Lease for the Initial Term, the Rent provided for land hereinabove will be adjusted to the rent applicable for the land area of lot only under the Airport Rates and Charges as hereinafter amended by resolution of City Council. Rents for any term extended beyond the Initial Term shall be as provided for at Section 2.2 hereinabove. Notwithstanding the foregoing to the contrary, in no event will such adjustment result in a reduction of rent under this Lease.

4. GRANT OF LICENSE.

- 4.1 Landlord grants Tenant a non-exclusive license, concurrent with the herein-described Lease, to engage in common with others so licensed in an aeronautical business which may consist solely and only for the purposes of aircraft and other business activities directly related thereto. Such uses shall include any other activity or service normally performed or offered by a fixed base operator at the Airport, subject to all of the terms and conditions provided under this Lease; provided however, if Tenant desires to dispense fuel, a separate license agreement shall be negotiated and executed by Landlord and Tenant therefore. Tenant shall confine its operation under this Lease and License Agreement to the Premises described at Section 1.2 "Lease of Premises", hereinabove, and Exhibit "A" attached, provided, however, that under exceptional circumstances, Tenant may park or store aircraft on any other part of the Airport designated by the Airport Manager, except on

Premises leased exclusively to another operator. It is agreed that Tenant will not park any aircraft on the ramp when such parking obstructs airline operations. Any parking of aircraft on the ramp may be changed or stopped at any time when deemed necessary by the Airport Director.

- 4.2 Tenant shall confine its operation at the Airport to its exclusive area and to those portions of the aircraft ramp area that are designated by the Airport Director. Tenant shall not solicit sales or services for aircraft that are parked or stored in any exclusive area of another fixed based operator located on the Airport.

5. UTILITIES, TAXES AND FEES.

- 5.1 Utilities. Tenant shall pay when due, or cause to be paid when due, all charges for water, sewer, gas, electricity, telephone, cable, trash collection and disposal, and any and all other utility charges for the Premises and for conduct of Tenant's aeronautical business operations during the initial term of this Lease and any extensions or holdover thereof.
- 5.2 Taxes and Assessments. It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments and other charges of every description which during the initial term of this Lease and any extensions or holdover thereof may be levied on or assessed against the Premises, inventory, personality and improvements thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES AND ASSESSMENTS.
- 5.3 Incidental Fees. Tenant shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operation of Tenants aeronautical business and use of the leased Premises.

6. LAWS, REGULATIONS AND LIMITATIONS.

- 6.1 Observance. Tenant shall observe and obey all applicable federal, state and local laws and regulations, including all Environmental Requirements, in the operation of Tenant's aeronautical business on Airport property and in the performance of its obligations under this Lease. Tenant also agrees to observe and obey all Airport rules and regulations promulgated and enforced by the City of San Angelo and by any other governmental authority having jurisdiction over the conduct of operations at the Airport.
- 6.2 Lease Limited. It is agreed that this Lease shall be limited, notwithstanding its terms, by the provision of any existing or future agreement between Landlord and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition



precedent to the expenditures of federal funds for the maintenance or development of the Airport.

6.3 Waste Water. If Tenant's use of the Premises results in the discharge or potential discharge of waste water, Tenant shall immediately apply to the Texas Commission on Environmental Quality (TCEQ) for a waste water discharge permit. Tenant shall also advise the Airport Director of the drains or other waste water facilities Tenant intends to use in disposing of waste waters. The Airport Director may designate sewers or other facilities for Tenant to use for disposal of waste water.

6.4 Hazardous Material/Contaminants. Tenant agrees that Tenant will not cause or permit release, discharge or spillage by Tenant, its licensees, officers, agents, employees, sublessees, business invitees or guests of any hazardous material or contaminants, either intentionally or accidentally, by act or omission, onto Premises or Airport property. If any such release, discharge, or spillage does occur, Tenant shall immediately notify the Airport Director and the TCEQ, promptly followed by written documentation of the notice and shall, at Tenant's expense, comply with all removal, cleanup and remedial directives or requirements issued. As between Landlord and Tenant, Tenant shall be solely liable for remedial costs and damages relating to any release, discharge or spillage of hazardous substances or contaminants as a result of the operation of Tenant's aeronautical business.

TENANT WARRANTS THAT IT HAS INSPECTED THE LEASED PREMISES TO ITS SATISFACTION AND THAT TENANT IS SATISFIED THAT THERE ARE NO HAZARDOUS WASTES OR CONTAMINANTS LOCATED THEREON. TENANT UNDERSTANDS THAT TENANT SHALL REMOVE, AT TENANT'S EXPENSE, ANY HAZARDOUS WASTE OR CONTAMINANT FROM LEASED PREMISES BEFORE TERMINATION OR ABANDONMENT OF THIS LEASE AND BE RESPONSIBLE FOR PERFORMANCE OF REMEDIATION REQUIRED, IF ANY, AND RELATED COSTS.

6.5 Easements. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas and other mineral lease and right-of-way easements of any nature which may have been executed prior to this Lease or which may be executed hereafter by Landlord, in Landlord's sole discretion. If, however, any exploration or production occurs that materially interferes with the conduct of Tenant's business at the Leased Premises, Tenant may terminate this Lease by delivering written notice to Landlord as herein provided.

6.6 Non-discrimination. The Tenant for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction or use of any improvements on, over or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds

of race, creed, color, national origin or sex.

In the event of breach of any of the preceding nondiscrimination covenant, Landlord shall have the right to declare Tenant to be in breach of this Lease agreement, to terminate this Lease, and to reenter and repossess said Leased Premises.

- 6.7 Compliance with ADA. Tenant agrees to comply fully with the provisions of the Americans with Disabilities Act.
- 6.8 Compliance with the Department of Homeland Security. Tenant agrees to comply fully with the guidelines set forth in 49 CFR Part-1542, Transportation Security Administration, Department of Homeland Security, "Airport Security" in all pertinent parts as directed either by representatives of the federal government or the Airport Director or his designee. Tenant shall reimburse Landlord for the sum of any fines assessed against Landlord as a result of Tenant's violation of any such guideline, said reimbursement sum to be deemed additional rent under this Lease, due upon written notice given by Landlord to Tenant of the sum of the fines assessed.
- 6.9 Relationships. Tenant, its agents, servants and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business on Airport Premises. Except in connection with judicial proceedings, Tenant shall not engage in open public disputes, disagreements, or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Tenant or its competitors or which would be incompatible with the best interest of the public at the Airport.

## 7. CONDITION AND USE OF LEASED PREMISES.

- 7.1 NO WARRANTY. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES, OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT AS TO THE LEASED PREMISES DESCRIBED ON EXHIBIT "A" ATTACHED, LESSOR WARRANTS THAT AT THE EFFECTIVE DATE OF THIS LEASE AGREEMENT SAID PREMISES ARE NOT IN VIOLATION OF APPLICABLE ENVIRONMENTAL REGULATIONS.
- 7.2 Acceptance and Use. Landlord and Tenant agree that the Leased Premises will be used solely for the limited purposes permitted under the License granted hereunder at part 4 "Grant of License".
- 7.3 Standards. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to maintain standards relative to maximum heights for buildings or other structures and set-back building lines in relation to the runways, taxiways,

navigational airspace, parking aprons, or other facility conditions, which would limit or impair the usefulness of the Airport Master Plan or constitute a hazard to aircraft.

- 7.4 Improvements and Modifications. Tenant shall not alter or improve the Premises in any respect without Landlord's prior written consent. Any such alteration or improvement to which Landlord consents must fully comply with all laws, rules, regulations, codes, standards, and policies (including, without limitation, local regulations, codes and ordinances) of any governmental authority with jurisdiction over the Airport (including, without limitation, the City of San Angelo, Texas).
- 7.5 Ingress and Egress. Tenant and its employees, patrons, guests, invitees, contractors and subcontractors, shall have the right of ingress to and egress from the Premises and the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, navigational facilities, roadways, parking areas, subject to federal, state, City and Airport rules and regulations.
- 7.6 Storage and Parking. Outside storage of any property including, but not limited to, equipment, parts, accessories, vehicles (whether operable, abandoned or inoperable), is expressly prohibited. Other uses, including temporary parking of motor vehicles incident to Tenant's operation, unless specifically approved herein, shall be upon the leased Premises only. Tenant shall not use or permit employees, patrons, invitees or guests to use Airport property in a manner contrary to the rules and regulations of the Airport.
- 7.7 Aircraft and Vehicle Identification. Tenant agrees to register all aircraft and vehicles to be used in its business on the Airport property, with the Airport Director.
- 7.8 Noise Abatement. Tenant shall actively participate in and comply with all noise abatement procedures, policies and programs as set forth by Landlord.

8. REPAIRS AND MAINTENANCE.

8.1 Tenant's Duties.

- 8.1.1 Tenant shall be responsible for the repair and maintenance of the hangar building, paving, equipment and improvements that are presently located or to be constructed on the Leased Premises. In the event Tenant shall fail to maintain any of the described improvements constructed on the Leased Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30)



days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.

- 8.1.2 Tenant agrees to keep and maintain the Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and shall keep said Premises cleared of all objectionable matter. In the event Tenant shall fail to keep and maintain the Leased Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.

## 8.2 Landlord's Duties.

- 8.2.1 Landlord shall maintain the common areas of the Airport facilities.
- 8.2.2 Landlord shall maintain and operate the Airport in compliance with the safety and security regulations established by the Federal Aviation Administration and other appropriate regulatory authorities.
- 8.2.3 Landlord shall maintain and operate the Airport with adequate and efficient personnel, keep in good repair the airport appurtenances and facilities, and keep access ways and approaches reasonably free from obstruction, congestion and interference.
- 8.2.5 If any such maintenance or repairs are necessitated solely by the acts of Tenant or its employees, agents, contractors, sub-contractors, licensees, invitees or guests, Tenant shall reimburse Landlord for the reasonable cost thereof, as additional rent, to be paid within thirty (30) days after notice of such cost is given to Tenant as herein provided.

- 8.3 Force Majeure/National Emergency. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control. During a time of war or national emergency, City reserves the right to alter, amend or suspend this Lease upon demand of military, naval or other proper authorities of the United States government or the State of Texas.

8.4 Damage or Destruction of Leased Premises.

8.4.1 If the Leased Premises are partially damaged by fire, explosion, the elements, public enemy, or other casualty, but the hangar building located on the Premises is not rendered un-tenantable, the same will be repaired with due diligence by Tenant at its own cost and expense.

8.4.2 If the damage shall be so extensive as to render the hangar building located on the Premises un-tenantable the same shall be repaired or replaced with due diligence by Tenant at its own cost and expense and rent shall be abated until such time as the hangar becomes tenantable.

8.5 Right of Inspection. Landlord reserves the right to conduct inspections, at reasonable times, of the Premises, including hangar building, to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Tenant.

9. INSURANCE.

9.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.

9.1.1 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.

9.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

9.1.3 Waiver of Subrogation. Tenant shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

9.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant 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 coverage 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, Tenant 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, San Angelo, Texas 76903.

9.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease. Tenant'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 Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.

9.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

9.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

9.2.1 Commercial General Liability (CGL) or equivalent Aviation Liability. This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of the City or others arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental 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 years after final payment). Coverage shall not be less than:

\$ 2,000,000.00      General Aggregate



|                 |                                          |
|-----------------|------------------------------------------|
| \$ 1,000,000.00 | Products- Completed Operations Aggregate |
| \$ 1,000,000.00 | Personal & Advertising Injury            |
| \$ 1,000,000.00 | Each Occurrence                          |
| \$ 500,000.00   | Fire Damage (any one fire)               |

- 9.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Tenant 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

- 9.2.3 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Tenant against all claims under applicable state workers' compensation laws and employer's liability. 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 not be less than:

| Statutory Amount | Workers' Compensation                         |
|------------------|-----------------------------------------------|
| \$ 500,000.00    | Employer's Liability, Each Accident           |
| \$ 500,000.00    | Employer's Liability, Disease - Policy Limit  |
| \$ 500,000.00    | Employer's Liability, Disease - Each Employee |

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

- 9.2.4 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained

or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

|                |                  |
|----------------|------------------|
| \$1,000,000.00 | per loss         |
| \$2,000,000.00 | Annual aggregate |

9.2.5 Commercial Property Insurance. This insurance shall be an all-risk, replacement cost, commercial property insurance equal to the value of all buildings on the premises.

10. INDEMNIFICATION.

10.1 GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION 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 TENANT 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 TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.2 ENVIRONMENTAL.

10.2.1 Definitions.

- (a) Hazardous Material. Hazardous Material means any substance:
- (i) the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

- (ii) which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. (S)9601 et seq.), Toxic Substances Control Act (15 U.S.C. (S)2601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. (S)6901 et seq.); or
- (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or of the State in which the Premises are located or any political subdivision thereof; or
- (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or
- (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (viii) radon gas.

(b) Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

- (i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants,



contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(c) Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the Premises or migrating or threatening to migrate to or from the Premises, or the existence of a violation of Environmental Requirements pertaining to the Premises, including without limitation:

(i) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but not limited to claims brought by or on behalf of employees of Tenant;

(ii) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision or court, or reasonably necessary to make full economic use of the Premises and any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;

(iii) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced herein; and

(iv) Diminution in the value of the Premises and adjoining property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises and adjoining property.

**10.2.2 Tenant's Obligation to Remediate.** Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all reasonable and necessary actions to remediate the Premises which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Premises, or are required by Environmental Requirements, which remediation is necessitated by the (1) introduction of a Hazardous Material upon, about or beneath the Premises, except as otherwise permitted in the use provisions hereof, or (2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Premises. Tenant shall take all actions necessary to restore the Premises in accordance with applicable environmental regulations to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Premises, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord. Tenant shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Airport. Tenant shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities. Promptly upon completion of such investigation and remediation, Tenant shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Premises to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder.

Provided, however, that Tenant shall not be obligated to remediate environmental damages which result from seepage of Hazardous Materials onto the Premises from adjacent property unless the presence on the adjacent property was caused by Tenant or its employees, agents, contractors, subcontractors, guests, invitees or licensees.

10.2.3 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating thereto, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of such violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

10.2.4 Negative Covenants.

(a) No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, and except as otherwise permitted in the use provisions hereof, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the Premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

(b) No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees, or by any other person a violation of any Environmental Requirements upon, about or beneath the Premises or any portion thereof.

(c) No Environmental or Other Liens. Tenant shall not create or suffer or permit to exist with respect to the Premises, any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(l)) or any similar



state statute to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees.

**10.2.5 Landlord's Right to Inspect and to Audit Tenant's Records.** Landlord shall have the right in its sole and absolute discretion, but not the duty, to enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether **Tenant is complying with the terms of the Lease**, including but not limited to the **compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages as a result of the condition of the Premises or surrounding properties and activities thereon.** If Landlord has reasonable cause to believe Tenant is in default with respect to any of the provisions of this Lease related to Hazardous Materials, Environmental Requirements or Environmental Damages, then Landlord shall have the right, but not the duty, to retain at the sole expense of Tenant an independent professional consultant to enter the Premises to conduct such an inspection and to inspect and audit any public records or reports prepared by or for Tenant concerning such compliance. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

**10.2.6 Landlord's Right to Remediate.** Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this agreement, to enter the Premises personally or through its agents, consultants or contractors and perform the same. **TENANT AGREES TO INDEMNIFY LANDLORD FOR THE COSTS THEREOF AND LIABILITIES THERE FROM AS SET FORTH IN THIS LEASE.**

**10.2.7 Landlord's Obligation to Remediate.** Landlord agrees to remediate all Environmental Damages (1) caused by Landlord, its agents, employees, **contractors, subcontractors, guests, licensees or invitees,** or (2) not so caused but **arising prior to the earlier of the Effective Date hereof or Tenant's actual occupying of the Premises and not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees.**

**10.2.8 Landlord's Responsibility for Environmental Matters.** Landlord, its successors, assigns and guarantors, shall be responsible for remediation of Environmental Damages arising from activities of Landlord or its employees, **agents, contractors, subcontractors or guests, licensees, invitees; or which occurred prior to the Commencement Date (and were not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees which**

(1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon.

10.2.9 Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Part 10 and all of its subparagraphs shall survive termination of this Lease.

10.2.10 ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION 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 LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH ENVIRONMENTAL DAMAGES OCCURRING ON OR OFF THE LEASED PREMISES OR AIRPORT PROPERTY, INCLUDING THE EXPENSE OF THE REMEDIATION THEREOF, RESULTING FROM OR ARISING OUT OF ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, LICENSEES OR INVITEES. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT OR ANY PERSON ACTING ON BEHALF OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LANDLORD SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LANDLORD REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

10.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF

TENANT IN PERFORMING UNDER THIS LEASE.

- 10.4 7.1.4 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS LEASE SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS LEASE BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND TENANT
- 10.5 APPLICATION TO SURROUNDING PROPERTY. THE INDEMNIFICATION PROVISIONS OF THIS LEASE EXTEND TO CLAIMS AND ASSESSMENTS RELATING TO RUNOFF, LEACHATE, OR OTHER INFILTRATION THAT MAY OCCUR OR HAS OCCURRED AT OR NEAR THE SITE OF LANDFILLS, TRANSFER STATIONS, OR OTHER SOLID WASTE FACILITIES AND SURROUNDING AREAS AND FOR WHICH LIABILITY IS ASSERTED TO HAVE EXISTED FROM OPERATION OF THE LEASED PREMISES BY TENANT.

11. TERMINATION OF LEASE.

- 11.1 Violation of Law. A finding that Tenant is in violation of any applicable law or regulation by a trial court or state or federal regulatory agency having jurisdiction is a material breach of this Lease for which Landlord may terminate the Lease or elect such other remedy as Landlord may be entitled to hereunder, at law or in equity.
- 11.2 Abandonment or Default. In the event Tenant shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days, Landlord shall have the right to terminate this Lease. Likewise, if Landlord shall default in the performance of any of the covenants and conditions required herein to be kept and performed by Landlord, and such default continues for a period of thirty (30) days, Tenant shall have the right to terminate this Lease. Landlord or Tenant shall give thirty (30) days written notice of its intention to terminate the Lease and either party will have such thirty (30) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Lease and delivered to either party at the address specified in this Lease or at such other address as has been designated in writing. Upon Landlord's or Tenant's election to terminate, this Lease shall cease.
- 11.2 Bankruptcy or Insolvency. In the event Tenant: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken



by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain not dismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises is appointed without the consent or acquiescence of Tenant and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by Tenant and Landlord shall have the right to immediately terminate this Lease on written notice to Tenant, without further opportunity to cure.

- 11.4 Re-entry By Landlord. In the event Landlord elects to re-enter or take possession of the Leased Premises, Tenant shall quit and peaceably surrender the Leased Premises to Landlord, and Landlord may enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same. Upon termination of this Lease, Landlord may re-enter and take immediate possession of the Leased Premises and remove Tenant's effects, property and improvements, with or without process of law, without being deemed guilty of trespassing. Any property, effects or improvements left by Tenant and not removed from the Leased Premises or retrieved within thirty (30) days of termination of this Lease, shall be deemed abandoned by Tenant and subject to disposal at the discretion of Landlord. Tenant shall reimburse Landlord for any storage or disposal fees incurred by Landlord in storing of or disposal of property of Tenant. Landlord shall not be liable for damages by reason of re-entry or the storage or disposal of Tenant's property, and Tenant hereby waives any claim for such damages.
- 11.5 Possession. Tenant agrees at the termination of this Lease to deliver possession of the Leased Premises peacefully to the Landlord or its agents or employees; and if it fails to give peaceful possession thereof, Landlord may take forceful possession of the Premises and eject all parties there from without being guilty of trespass; and all resulting damages are hereby waived by Tenant.
- 11.6 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Tenant, or if it becomes necessary for the Landlord to employ attorneys to enforce its rights accruing as a result of such default, Tenant agrees to pay Landlord reasonable attorneys' fees and all costs of court and expenses incurred as a result of such default.
- 11.7 Other Remedies. Any termination of this Lease arising from Tenant's default shall not relieve Tenant from the payment of any sum or sums that are due and payable to Landlord under this Lease, or any claim for damages then or thereafter accruing

against Tenant under this Lease. Any such termination shall not prevent Landlord 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 Tenant for any default under this Lease. All rights, options, and remedies of Landlord contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the covenants, conditions, or restrictions of this Lease 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 Lease.

- 11.8 Hangar Ownership and Removal of Improvements. On expiration of the initial term of this Lease or earlier termination of this Lease due to default of the Tenant as provided for herein, the parties acknowledge that the hangar and any permanent structures placed upon the Leased Premises shall be deemed to be the property of the City of San Angelo. Tenant hereby releases Landlord from any claim for ownership, possession of or removal of said improvements upon such termination of this Lease, subject to the following: all equipment, machinery, and trade fixtures installed on the Premises by Tenant shall remain the property of Tenant and shall be removed within thirty (30) days after the termination of this Lease, provided Tenant is not then in default in the performance of any of its obligations or covenants herein contained, and provided further that any damage to the realty or structure upon which such items are situated or installed from their removal is fully repaired by Tenant at time of removal. No equipment, machinery, or trade fixtures installed on the Premises by Tenant shall be removed by Tenant until all rentals due Landlord by Tenant shall have been paid in full. **Notwithstanding** the foregoing, all property remaining on the Premises after the expiration of thirty (30) days following the termination of this Lease, however terminated, shall be deemed abandoned by Tenant and shall, in the sole discretion of Landlord to accept such property, become the property of Landlord.

12. WARRANTY OF TITLE AND QUIET ENJOYMENT.

- 12.1 Landlord covenants that Landlord has the right to lease the Premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy, and enjoy the Premises during the term of the lease subject to the terms and conditions hereof.

13. MISCELLANEOUS.

- 13.1 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.
- 13.2 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties of this Lease and their respective successors and permitted assigns.

- 13.3 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Lease.
- 13.4 Assignment. Except as otherwise provided herein, Tenant shall not transfer, assign, sublet, encumber or pledge the Lease or License, in whole or in part, without first securing the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
- 13.5 Texas Law to Apply. The parties hereby agree that Texas law will control the interpretation or enforcement of this Lease. This Lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas, where venue for the resolution of any dispute between the parties relating to this Lease shall lie.
- 13.6 Invalid or Illegal Provisions. If any one or more provisions of this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- 13.7 No Waiver of Breach. No assent, or waiver expressed or implied, or failure to enforce, as to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or additional breach.
- 13.8 Notices. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered, or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served on the third day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

LANDLORD: CITY OF SAN ANGELO  
San Angelo Regional Airport-Mathis Field  
Attn: Airport Director  
8618 Terminal Circle, Ste. 101  
San Angelo, Texas 76904



TENANT

851 JW, LLC  
Attention : Mary Jo Wolslager  
9010 Hangar Rd.  
San Angelo, Texas 76904

- 13.9 Inurements. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors and **permitted** assigns. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original lease and license agreement.
- 13.10 Survival of Claims. The provisions of the Lease relating to indemnification from one party hereto to the other party or relating to environmental remediation compliance shall survive termination or expiration of this Lease. Additionally, any provisions of this Lease which may require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.
- 13.11 Remedies. Any termination of this Lease shall not relieve either party from the payment of any sum or sums that are due and payable under this Lease or any claim for damages then or thereafter accruing under this Lease. Any such termination shall not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for under the terms hereof, or by law, or from recovering damages under this Lease. All rights, options, and remedies of either party contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and either party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of breach of any of the covenants, conditions, or restrictions of this Lease 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 Lease.
- 13.12 Entire Agreement/Amendments. This Lease constitutes the entire agreement between the parties; and Landlord is not bound by any agreement, condition or stipulation, understanding or representation made by any of Landlord's officers, agents or employees not contained herein. No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

[Signature Page to Follow]

EXECUTED in duplicate originals on the dates specified below.

LESSOR: : CITY OF SAN ANGELO

By:

[Signature]  
Daniel Valenzuela, City Manager

Date:

7-7-2015

ATTEST:

[Signature]  
Alicia Ramirez, City Clerk

Bryan Kendrick

TENANT: 851 JW, LLC

By:

[Signature]  
Mary Jo Wolslager,  
Managing Member

ATTEST:

Date:

2-19-2015

By:

Name:

(print name)

Title:

Secretary

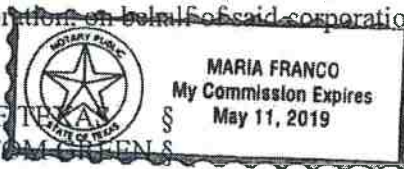
STATE OF TEXAS

COUNTY OF TOM GREEN

§  
§

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2014, by DANIEL VALENZUELA, as City Manager of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of said corporation.

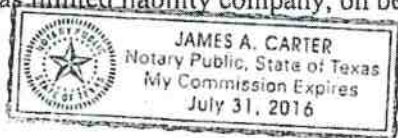
THE STATE OF TEXAS  
COUNTY OF TOM GREEN



[Signature]  
Notary Public, State of Texas

This instrument was acknowledged before me on the 19<sup>th</sup> day of, 2014, by

MARY JO WOLSLAGER as Managing Member, and xxxxxx as xxxxxx, of 851 JW, LLC., a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD  
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

9010 Hangar Road

*(Description of Leased Premises)*



Exhibit A

3-25-2014 Tom Green County 902/91

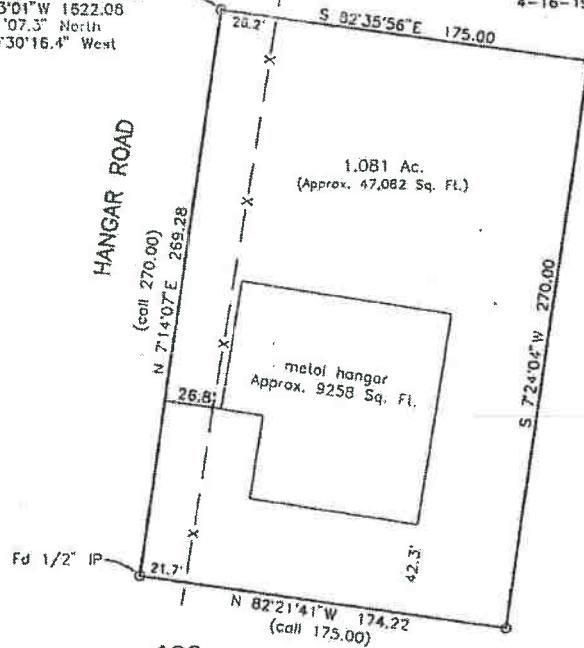
**SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD  
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT**

Between City of San Angelo and 851 JW, LLC

9010 Hangar Road

Fd 1/2" IP from which  
point for NW cor "708.05 Ac"  
brs. N 11°43'01"W 1522.08  
Lat = 31°21'07.3" North  
Long = 100°30'16.4" West

"708.05 Ac"  
Washington County, Texas  
to  
The City of San Angelo  
Vol. 194 p. 400 O.P.R.  
4-16-1990



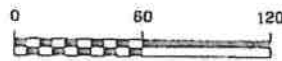
106  
WASHINGTON COUNTY SCHOOL LAND  
ABST. J943

Square footage summary

|           |   |                             |
|-----------|---|-----------------------------|
| hangar    | - | 9258 Sq.Ft. (approximate)   |
| remainder | - | 37,824 Sq.Ft. (approximate) |
| Total     | - | 47,082 Sq.Ft. (approximate) |



O = Set 5/8" IR with cap marked  
"RPLS 4261" unless otherwise noted  
—X— = chain link fence



SCALE: 1" = 60'

**NOTES**

Courses, distances and coordinates  
shown are of the Texas Coordinate  
System of 1927—Central Zone.

Course reference is the west  
line of tract as shown.

The lease tract shown hereon was  
surveyed based upon instructions  
by City of San Angelo personnel. The  
existence or location of current leases  
or other matters of record were not  
researched for the purpose of this  
survey.

Buildings and other improvements  
shown hereon are shown for pictorial  
purposes only and do not represent  
all improvements that exist.

PLAT SHOWING  
THE COCA COLA LEASE TRACT  
AT  
SAN ANGELO REGIONAL AIRPORT  
TOM GREEN COUNTY, TEXAS  
Surveyed on the ground January 28, 2014.  
**THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE**

Thomas J. Houston  
Registered Professional Land Surveyor No. 4261

FIRM NO. 10045600

OFFICE OF

**WILSON LAND SURVEYING, INC.**

1514 W. BEAUREGARD AVE.

P. O. BOX 3326 PH. 325-653-3916  
SAN ANGELO, TEXAS 76902

This plat is invalid  
without original signature  
and embossed seal.

COPYRIGHTED  
MATHCOKE.DWG

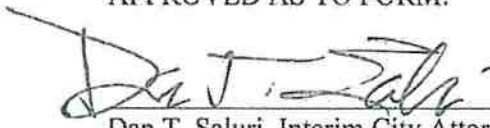
SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD  
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

9010 Hangar Road

APPROVED AS TO CONTENT

  
Luis E. Elguezabal, Airport Director

APPROVED AS TO FORM:

  
Dan T. Saluri, Interim City Attorney

APPROVED FOR INSURANCE AND  
INDEMNIFICATION:

  
Marion McMinn, Interim, Risk Manager





**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND  
EXECUTE AN ASSIGNMENT OF CITY OF SAN ANGELO REGIONAL  
AIRPORT LEASE AND LICENSE AGREEMENT OF THAT CERTAIN  
HANGAR LOCATED AT 9010 HANGAR ROAD, FROM 851 JW, LLC TO  
HEARTSILL CORPORATION.**

WHEREAS, 851 JW, LLC (Tenant / Assignor) entered into an Airport Lease and License Agreement with the City of San Angelo of that certain hangar and premises located at 9010 Hangar Road, San Angelo Regional Airport—Mathis Field, effective December 1, 2014, , for a term expiring on November 30, 2024 (the “Lease”); and,

WHEREAS, Tenant wishes to assign the Lease to Heartsill Corporation, a Texas for Profit Corporation (Assignee); and,

WHEREAS, Assignee agrees to perform the duties and obligations of Tenant/Assignor pursuant to the terms and conditions of the Lease; and,

WHEREAS, the City of San Angelo Regional Airport administration, Lessor/Licenser under the Lease, is agreeable to the assignment and City Council finds that the assignment is beneficial to the operation of the airport and is in the best interest of the citizens of San Angelo;

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

The described ASSIGNMENT OF AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT is hereby approved. The City Manager is authorized and directed to negotiate and execute consent to the assignment in substantially the attached form.

PASSED and APPROVED THIS 16th DAY OF October, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Thomas Sprunger, Interim Airport  
Director

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution authorizing the City Manager to negotiate and execute a Memorandum of Understanding with the City of San Angelo Development Corporation relating to a Type B Development Corporation project providing consulting and planning services for a proposed business and industrial park to be located at the San Angelo Regional Airport—Mathis Field (Guy Andrews)

## **Summary/History:**

The San Angelo Regional Airport / Mathis Field issued a Request for Qualifications (RFQ No. AP-01-18) May 8, 2018 with responses due May 30, 2018. Staff review of the responses resulted in Centurion Planning & Design being selected. The RFQ included master planning services for the entire airport property including both aviation and non-aviation areas. Staff anticipates the Federal Aviation Administration (FAA) via a grant with matching funds from the City will fund the aviation related portion of the master plan. The non-aviation related functions are not eligible for FAA funding.

As a result of certain changes to the runway / taxiway system, additional land at the airport will become available for development. One land use under consideration would be the development of a business park. Staff has requested a proposal from Centurion to 1) prepare an inventory and assessment of current assets including a Location Quotient assessment (LQ) as recommended by Economic Development Administration staff ; 2) prepare a market assessment of relevant commercial and industrial uses and potential demand; 3) prepare a proposed land use plan based on market assessment; 4) prepare an assessment of the potential need, feasibility and cost of reactivating the water and wastewater treatment plants located at the airport currently not in use. This item will also include analysis and incorporation of the results of the Sewer collection system study currently underway by the City Water Utilities Department.

The intent is to contract with Centurion for both the aviation and non-aviation related facilities with the provision that the non-aviation related portion will be funded by COSADC.

COSADC approved a resolution establishing the project and authorizing the expenditure of an amount not to exceed \$121,000 at its meeting of August 22, 2018 and City Council ratified the resolution at its meeting of September 4, 2018.

Because the contract under RFQ No. AP-01-18 is between the City and Centurion Planning and Design, this memorandum of understanding (MOU) between COSADC and the City is required. A copy of Contract Number 3 is attached.

## **Financial Impact:**

\$120,991 from Acct No. 452-900 Future Projects to a new project. Budget amendment in process.

## **Other Information/Recommendation:**

**Attachments:**

- |    |                                                |                                                    |
|----|------------------------------------------------|----------------------------------------------------|
| 1. | 18-804_A_AP_BI_PARK_COSADC_CITY_MOU_RESO (003) | 18-804_A_AP_BI_PARK_COSADC_CITY_MOU_RESO (003).pdf |
| 2. | 18-804-A_COSADC_CITY_AP_BUS_PARK_P_MOU         | 18-804-A_COSADC_CITY_AP_BUS_PARK_P_MOU.pdf         |
| 3. | Airport Master Plan Contract No 3              | Airport Master Plan Contract No 3.pdf              |

**Presentation:**

**Approvals/Reviews:**

|                  |                   |
|------------------|-------------------|
| Robert Schneeman | Created/Initiated |
| Guy Andrews      | Approved          |
| Theresa James    | Approved          |
| Anthony Wilson   | Approved          |
| Candice Blake    | Approved          |
| Tina Dierschke   | Approved          |
| Theresa James    | Approved          |
| Becky Dunn       | Approved          |
| Bryan Kendrick   | Final Approval    |



**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION RELATING TO A TYPE B DEVELOPMENT CORPORATION PROJECT PROVIDING CONSULTING AND PLANNING SERVICES FOR A PROPOSED BUSINESS AND INDUSTRIAL PARK TO BE LOCATED AT THE SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD.**

WHEREAS, the city is owner and operator of the San Angelo Regional Airport-Mathis Field with administrative offices located at 8618 Terminal Circle, San Angelo, Texas (“Airport”); and,

WHEREAS, the City issued a Request for Qualifications, RFQ AP-01-18 “Professional Services—Airport Planning Services”, for professional consultant services relating to airport planning and development; and,

WHEREAS, the FAA has awarded the city an AIP 2018 Grant No. 3-48-0191-038-2018, in the maximum sum of up to SEVEN HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$743,700.) for payment of ninety percent of allowable costs (\$826,334.00) for that part of professional consulting services needed relating to a project to update the Airport Master Plan and the Airport Layout Plan (hereinafter “Master Plan”); and,

WHEREAS, consulting services not allowable for reimbursement under the FAA AIP 218 Grant, but ancillary to planning for development of additional areas of the San Angelo Regional Airport are necessary to further expand and diversify of the San Angelo economy; and

WHEREAS, on August 7<sup>th</sup>, 2018 the City Council approved the selection of CENTURION PLANNING & DESIGN, LLC for provision of professional consulting services for updating the Airport Master Plan, airport layout, and anticipated ancillary airport planning and economic development consulting services not reimbursable under the FAA grant; and,

WHEREAS the city and CENTURION PLANNING & DESIGN, LLC propose to enter into an Airport Professional Planning Services contract for said ancillary airport consulting and planning services, in an amount not to exceed ONE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED NINETY ONE DOLLARS (\$120,991.) (the “Project”); and,

WHEREAS, on August 22<sup>nd</sup>, 2018 the COSADC Board adopted a resolution authorizing the Project and negotiation of a development agreement with the city, which resolution was approved by City Council at its regular meeting on September 4<sup>th</sup>, 2018;

WHEREAS, on September 26, 2018, the COSADC Board approved a memorandum of understanding (MOU) with the city in substantially the form attached to this Resolution as **Exhibit “A”**;

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

The City of San Angelo City Council approves the Memorandum of Understanding (MOU) with the City of San Angelo Development Corporation (COSADC) in substantially the form of **Exhibit “A”**

attached to this Resolution and ratifies authorization by the COSADC Board for negotiation and execution of the MOU by the Board President, which provides that: the city enter into an Airport Professional Planning Services contract with CENTURION PLANNING & DESIGN, LLC, in substantially the approved form, setting forth the Scope of Work and Cost Proposal for certain ancillary airport consulting and planning services relating to development of a business and industrial park at the municipal airport, in an amount not to exceed \$120,991; and, hereby authorizes the City Manager or his designee to negotiate and execute the MOU with COSADC on behalf of the City, and other related legal documents for such purposes.

PASSED and APPROVED THIS 16<sup>th</sup> DAY OF October, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

\_\_\_\_\_  
Guy Andrews, Director of  
Economic Development

\_\_\_\_\_  
Thomas (Mitch) Sprunger, Airport Director

APPROVED AS TO FORM

\_\_\_\_\_  
Theresa James, City Attorney

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AND THE CITY OF SAN ANGELO RELATING TO A TYPE B DEVELOPMENT CORPORATION PROJECT PROVIDING CONSULTING AND PLANNING SERVICES FOR A PROPOSED BUSINESS AND INDUSTRIAL PARK TO BE LOCATED AT THE SAN ANGELO REGIONAL AIRPORT--MATHIS FIELD.**

This Memorandum of Understanding ("MOU") is entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION ("COSADC"), a State of Texas non-profit Type B development corporation ("COSADC") and the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation ("CITY"), effective September 4, 2018 ("Effective Date").

**RECITALS**

WHEREAS, CITY is the owner and operator of the San Angelo Regional Airport-Mathis Field with administrative offices located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and,

WHEREAS, the City of San Angelo issued a Request for Qualifications, RFQ AP-01-18 "Professional Services—Airport Planning Services", for professional consultant services relating to airport planning and development; and,

WHEREAS, the FAA has awarded CITY an AIP 2018 Grant No. 3-48-0191-038-2018, in the maximum sum of up to SEVEN HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$743,700.) for payment of ninety percent of allowable costs (\$826,334.00) for that part of professional consulting services needed relating to a project to update the Airport Master Plan and the Airport Layout Plan (hereinafter "Master Plan"); and,

WHEREAS, consulting services not allowable for reimbursement under the FAA AIP 218 Grant, but ancillary to planning for development of additional areas of the San Angelo Regional Airport are necessary to further expand and diversify of the San Angelo economy; and

WHEREAS, on August 7<sup>th</sup>, 2018 the City Council approved the selection of CENTURION PLANNING & DESIGN, LLC for provision of professional consulting services for updating the Airport Master Plan, airport layout, and anticipated ancillary airport planning and economic development consulting services not reimbursable under the FAA grant; and,

WHEREAS CITY and CENTURION PLANNING & DESIGN, LLC propose to enter into an Airport Professional Planning Services contract in a form substantially as set forth in **Exhibit "A"** to this agreement, setting forth a Scope of Work and Cost Proposal for said ancillary airport consulting and planning services, in an amount not to exceed ONE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED NINETY ONE DOLLARS (\$120,991.) (the "Project"); and,

WHEREAS, on August 22<sup>nd</sup>, 2018 the COSADC Board adopted a resolution authorizing the Project, which was approved by City Council at its regular meeting on September 4<sup>th</sup>, 2018, approved the Project ;

NOW THEREFORE, the Parties hereto cause this MOU to be executed by their duly authorized representatives for the purpose of memorializing the terms expressed herein.

1. **Recitals:** The foregoing recitals are true and correct and are adopted by the parties as part of this MOU.



2. **Term:** This MOU shall become enforceable upon its Effective Date first hereinabove provided; and, except as may be otherwise agreed to between the Parties, shall automatically terminate upon completion and acceptance by COSADC of the required master planning documents. Notwithstanding the foregoing, in no event shall the obligations of the parties to this MOU extend beyond December 31, 2019.
3. **City's Obligations:** (a) CITY shall enter into and perform its obligations under a contract for consulting, planning and development services for a proposed business and industrial park to be located on airport property in substantially the form of Contract No. 3, RFQ No. AP-01-18/ *Airport Professional Planning Services* with CENTURION PLANNING & DESIGN, LLC, a copy of which is attached hereto as **Exhibit "A"** (the "Contract").  
  
(b) CITY shall periodically on request of COSADC or its executive director, provide progress reports to the Board or executive director, including copies of all research, reports and related documents utilized or prepared by CENTURION PLANNING & DESIGN, LLC under the contract.
4. **Funding Obligation of COSADC:** Conditioned upon CITY's timely performance of its obligations under this MOU and of its obligations under the Contract, COSADC shall provide funding of CITY'S payment obligation under the Contract in an amount not to exceed ONE HUNDRED TWENTY ONE THOUSAND AND NO DOLLARS (\$121,000).
5. **Assignment:** This MOU shall not be assigned by any of the Parties to it, in whole or in part, without the prior written consent of each of the other Parties, which consent may be arbitrarily withheld or conditioned.
6. **Notices:** All notices required under this MOU shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other Party at the address indicated herein or to such other address as a Party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the third day after being deposited with the U.S. Mail or the date of actual receipt, whichever is earlier.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION  
Attention: Guy Andrews, Director of Economic Development  
69 N. Chadbourne Street  
San Angelo, Texas 76903

CITY OF SAN ANGELO  
Attention: Daniel Valenzuela, City Manager  
72 W. College Avenue  
San Angelo, Texas 76903

*With a mandatory copy to:*

City Attorney's Office  
72 W. College Avenue  
San Angelo, Texas 76903

7. **Contingency Clause:** The funding obligation of COSADC under this MOU is contingent on the availability of funds and continued authorization for project activities. This MOU is subject to amendment due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' written notice thereof to CITY.

8. **No Joint Venture:** It is acknowledged and agreed by the Parties hereto that the terms of this MOU are not intended to and shall not be deemed to create any partnership or joint venture between the Parties. COSADC, its past and future officers, employees and agents do not assume responsibilities or liabilities of any third Party in connection with CITY's operations, employees or contractors.

9. **Miscellaneous Provisions:**

A. This MOU shall be construed and enforced according to the laws of the State of Texas. The Parties acknowledge that this MOU can be performed in Tom Green County, Texas, and that venue for the resolution of any dispute between the Parties relating to this MOU shall be in Tom Green County, Texas.

B. Title and paragraph headings are for convenient reference and are not a part of this MOU.

C. The meaning of capitalized terms shall be as defined under this MOU.

D. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

E. This MOU constitutes the sole and entire agreement between the Parties hereto relating to the subject matter of this MOU. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties hereto.

F. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MOU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes that prevent a Party from performing, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this MOU.

G. This MOU shall be binding upon the Parties hereto, their legal representatives, successors or permitted assigns.

H. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

I. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. Failure by a Party on one or more occasions to exercise one or more of its rights under this MOU shall not

be construed as waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

**J.** The provisions of this MOU, which by their nature extend beyond the expiration or termination of this MOU, will survive expiration or termination of this MOU.

**K.** This MOU has been officially authorized by the governing body of each Party hereto and each signatory to this MOU guarantees and warrants that the signatory has full authority to execute this MOU and to legally bind the respective Party to it.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, on the dates indicated below.

ATTEST: **CITY OF SAN ANGELO  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Nora Nevarez, Secretary

\_\_\_\_\_  
Edward Carrasco, President

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

ATTEST: **CITY OF SAN ANGELO**

\_\_\_\_\_  
Bryan Kendrick, CITY Clerk

\_\_\_\_\_  
Daniel Valenzuela, CITY Manager

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

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Guy Andrews, Director of Economic  
Development

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney

**EXHIBIT “A”**

**Contract No. 3.**

**RFQ No. AP-01-18 / Airport Professional Planning Services**

**By and Between the City of San Angelo and Centurion Planning & Design, LLC**

*(following pages)*

DRAFT





CITY OF SAN ANGELO  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Contract No. 3**

**RFQ No. AP-01-18 / Airport Professional Planning Services**

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

**CITY OF SAN ANGELO/OWNER,**

**Director/Representative:** Thomas (Mitch) Sprunger, Interim Airport Director  
San Angelo Regional Airport  
8618 Terminal Circle, Suite 101  
San Angelo, Texas 76904

**Telephone:** (325) 659-6409

**EMAIL:** thomas.sprung@cosatx.us

**CONTRACTOR: CENTURION PLANNING & DESIGN, LLC**

*(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐*

**Authorizing Officer/Agent:** Molly A. Waller, Managing Member  
**Address:** 3524 Knickerbocker Road, Suite C, 182  
San Angelo, Texas 76904

**Telephone:** (816) 519-4653

**EMAIL:** molly@plan.design

**General Description of Project & Scope of Work:** Professional consulting services offered pursuant to RFQ AP-01-18 “*City of San Angelo Professional Services-Airport Planning Services*”, required for ancillary airport land use development strategy and planning for various undeveloped properties located at the San Angelo Regional Airport—Mathis Field, relating to proposed development of a business and industrial park at the airport.

**Effective Date:** This contract shall be effective from and after the 22<sup>nd</sup> day of August, 2018.

**Date of City Council Authorization** August 22, 2018

**Contract Time:** ☐ Contractor agrees to substantially complete Work within \_\_\_\_\_ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

X The term of this contract shall be for a period of (3) year, commencing on the “Effective Date” and automatically expiring on August 22, 2019, subject to extension as may be provided for in the contract documents.



CITY OF SAN ANGELO  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

- ☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)
- ☒ City of San Angelo Standard Professional Services Contract Terms (effective April 16, 2018)
- ☐ City of San Angelo Special Contract Terms for \_\_\_\_\_ Contracts (effective \_\_\_\_\_, 20\_\_\_\_) (CMAR./Prof. Svcs./other)
- ☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)
- ☐ Plans: \_\_\_\_\_  
(Include engineering entity, date, part/phase and other identifying information)
- ☐ Technical Specifications \_\_\_\_\_  
(Include source, date, part/phase and other identifying information)
- ☒ Contractor's Proposal dated July 10, 2018, a copy of which is attached hereto as **Exhibit "A"** and made a part of this contract for all purposes.
- ☒ Other:

Such other task orders for professional services relating to development of the airport executed by duly authorized agents for each party to this contract.

#### **Acknowledgement of Receipt of Contract Documents:**

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies of all Contract Documents are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.

The terms, provisions, specifications and conditions of RFQ No. AP-01-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.



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PURCHASING DIVISION  
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

**CONTRACTOR:**  
**CENTURION PLANNING & DESIGN, LLC**

BY: \_\_\_\_\_  
Molly A. Waller, Managing Member

DATE: \_\_\_\_\_  
EMAIL: molly@plan.design

**CITY OF SAN ANGELO:**

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, City Clerk

DATE: \_\_\_\_\_  
(SEAL)

**City Official Approvals:**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Thomas (Mitch) Sprunger, Interim Airport Director

APPROVED AS TO RISK:

\_\_\_\_\_  
Charles Hagen, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney



CITY OF SAN ANGELO  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Contact Information**

**Firm Name:**

Centurion Planning & Design, LLC

**Authorized Signer:**

*[Signature]*

**Print Name:**

David A. Alexander

**Date:**

**Title:**

COO

**Email:**

david@plan.design

**Primary Contact:**

Molly Waller

**Title:**

CEO

**Email:**

molly@plan.design

**Telephone:**

816-519-4653

**Fax:**

**Mailing Address:**

3524 Knickerbocker Road, Suite C, Box 182

**City, State, Zip:**

San Angelo, Texas 76904

**Physical Address:**

5751 Green Hill Road, Apt 528

*(Cannot be a PO Box)*

**City, State, Zip:**

San Angelo, Texas 76901

Attach IRS W-9



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Centurion Planning & Design, LLC**

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

**5751 Green Hill Rd. Apt 528**

6 City, state, and ZIP code

**San Angelo, TX 76901**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 2 - 5 5 0 1 5 4 6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► **May 23, 2018**

## General Instructions

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

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CITY OF SAN ANGELO  
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## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NOT APPLICABLE, NO RELATIONSHIPS PRESENT

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

May 23, 2018

\_\_\_\_\_  
Date

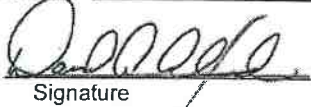


**CITY OF SAN ANGELO**  
**PURCHASING DIVISION**  
72 West College Avenue, San Angelo, Texas 76903  
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**Debarment and Suspension Certification**

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: Centurion Planning & Design

BY:   
Signature

ITS: David Alexander

DATE: May 23, 2018



CITY OF SAN ANGELO  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB AP-01-18

My name is David A. Alexander, "Declarant":  
(First) (Middle) (Last)

My date of birth is November 30, 1972; and,

My address is 5751 Green Hill Road, Apt. 528, San Angelo TX  
(Street) (City) (State)  
76901, and USA  
(Zip Code) (Country)

My position with Centurion Planning & Design, contracting company, is COO.  
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tom Green County, State of TX, on the 23rd day of  
(County)

May, 20 18.  
(Month)

[Signature]  
Declarant





**CITY OF SAN ANGELO**  
**PURCHASING DIVISION**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

May 23, 2018  
Date

By: David Alexander, Chief Operating Officer  
Name and Title of Authorized Representative

A handwritten signature in dark ink, appearing to read "David Alexander", is written over a horizontal line.

Signature of Authorized Representative

EXHIBIT "A"



July 10, 2018

Mr. T. Mitchell Sprunger, Interim Director  
San Angelo Regional Airport  
8618 Terminal Circle  
San Angelo, TX 76904

Mr. Robert Schneeman  
Economic Development Corporation  
69 N. Chadbourne Street  
San Angelo, TX 76903

Dear Mr. Sprunger and Mr. Schneeman:

The enclosed scope of work was prepared to assist the City of San Angelo developing an airport real estate development strategy for various undeveloped properties at San Angelo Regional Airport. The project approach was developed based on conversations with City and Airport leadership regarding potential economic opportunities at the airport.

To assist us with completing the assignment we have teamed with two experienced and knowledgeable firms – C&S Engineers and Whitman, Requardt & Associates. C&S brings a strong resume of development strategies for airport properties across the United States. They will assist with the market assessment and land use development strategies described within the work scope. Their experience at airports including the Albuquerque Sunport, Phoenix Sky Harbor, Chennault International Airport, and Lehigh Valley International Airport provides them with insight into the unique aviation industrial market and opportunities.

Recognizing that infrastructure improvements may be necessary to prepare the airport for industrial or business park development, we included Whitman, Requardt & Associates to assist with an evaluation of the on-airport water and wastewater treatment plants. We understand that the City is currently in the process of a city-wide evaluation, the purpose of this focused study is to assess the potential use of the airport facilities until larger-scale improvements can be made to the water and wastewater systems in the area.

We look forward to discussing the attached scope of services with you.

Regards,

A handwritten signature in blue ink that reads "Molly Waller". The signature is written in a cursive, flowing style.

Molly Waller  
Planning



## **SCOPE OF WORK**

### **AIRPORT BUSINESS/INDUSTRIAL PARK PLANNING**

**San Angelo Regional Airport / Mathis Field**

**San Angelo, Texas**

**July, 2018**

Tasks outlined below provide professional real estate planning, advisory and consulting services in connection with developing an airport real estate development strategy for San Angelo Regional Airport. The approach is based on an understanding of the City's desire to promote portions of the airport for industrial or business park development. Understanding the potential for commercial (i.e. office, industrial/flex, convenience retail) and aviation-related development on residual land not needed for aeronautical use, the deployment of such land for market-based and economic development utilization can both better serve the needs of customers, employees, passengers and the community as well as diversify and enhance airport revenue sources to support sustainable operations of the Airport.

Information gathered during this Element will support future applications for EDC-related grants to facilitate the upgrade of utilities necessary to attract tenants.

The airport does not plan to release any of the property for sale; therefore, the property will require tenants willing to lease versus buy.

#### **Task 1 - Real Estate Portfolio Review & Analysis, Community Context and Stakeholder Engagement**

Building upon the inventory tasks of the upcoming Airport Master Plan Update, the project team will work with airport staff to gain an understanding of the Airport's real estate portfolio and its current performance along with any existing leaseholds, options, etc. that may constrain or provide opportunities for airport real estate assets. This task anticipates working with the client to identify specific parcels/development sites ("subject properties") and attributes such as existing appraisals, acreage, existing improvements, etc. to evaluate for market potential.

Existing, relevant documentation, as identified by the EDC, Airport and the consultant team, will be reviewed as part of the evaluation of baseline conditions. This information will include previous state and local economic development incentives and program initiatives, and other documentation as deemed necessary including the Master Plan which will be underway. The consultant will research and explore the local market dynamics and context for the subject properties.

The consultant will prepare for and conduct an on-site kickoff meeting with Airport staff to define goals and objectives for the project, as well as to discuss any specific opportunities and/or constraints known to exist on the subject property. An important outcome of this meeting is to identify the airport's preferences and priorities for future development to occur on its property, which will help guide Tasks 2 and 3. Additionally, the consultant will conduct local, in-market fieldwork to gain a market overview of development centers and nodes, prevailing development forms and investment patterns.

This task also includes outreach to community stakeholders. Working with Airport staff, we will identify parties to be interviewed by the consultant team. These interviews generally engage representatives of local government/economic development agencies and community economic anchors as well as real estate professionals to understand their various development plans and programs, share the general process being conducted relative to the airport's property, and identify potential real estate needs of the stakeholders which may impact local trade area demand and/or provide potential synergies with the Airport. We will conduct up to five (5) such interviews to be scheduled/coordinated by the client and conducted over a two (2) day period.

This task may include outreach to local developers/commercial brokers regarding the market context of the property and demonstrated interests in developing at the airport to date.

A location quotient (LQ) assessment will be conducted to identify industries with concentrated employment ("industry clusters") in Tom Green County, relative to elsewhere in the State of Texas. The assessment will utilize the most recent yearly average employment data available through the Bureau of Labor Statics or equivalent source. Industries will be assessed at or above the North American Industry Classification System (NAICS) three digit code level, and will be limited to industries for which data are available. LQ values for Tom Green County will be compared against values for other counties within the region, in order to better understand their context.



As an outcome, this task will identify appropriate land uses to be tested for market supportability as part of Task 2 as well as background data collection for same. At this time, we anticipate commercial uses such as office, industrial/flex, limited retail/restaurant/services, as well as aviation-related development may be appropriate for analysis. No residential uses will be analyzed as part of this scope of services.

## **Task 2 – Market Assessment of Relevant Commercial Uses and Aviation-related Benchmarking**

The consultant team will conduct a market assessment of relevant commercial uses for the identified vacant parcels/(re)development sites in the Airport's portfolio. Using market analytics, staff expertise and local fieldwork, we will assess market supportability of uses within the airport submarket/trade area to project demand for specific relevant land uses (e.g. office, industry retail/restaurant/services, etc.). A fair share allocation of demand analysis will then be conducted to estimate demand for Airport commercial properties. This effort will result in the quantification of the nature (office, industrial, retail, etc.), scale (square feet, rooms), timing, and orientation (employees, residents, visitors, etc.) of commercial demand by land use type at the Airport.

Research activities under this task could include, as deemed appropriate:

- Analyzing year-built inventory for the subject trade area by relevant use using public records data/trusted third party data sources
- Evaluating market dynamics through local fieldwork
- Establishing the Airport's regional context relative to population, employment, economic generators, etc.
- Analyzing submarket/local trade area demographic data
- Identifying key economic anchors within the community
- Identifying prevailing intensities/densities where possible
- Considering development orientation to relevant populations
- Other key attributes contributing to the prevailing development pattern and success or lack of success in the market
- Identifying general availability of comparable/competitive land substitutes to Airport property assets within the relevant trade area
- Identifying planned, proposed and under construction projects within the competitive trade area

This task also includes staff time to conduct aviation-related industry benchmarking to identify prevailing regional or national trends that may present opportunities relative to the airport's

real estate holdings. This will include research of aviation-related development at and adjacent to peer airports in order to identify key attributes, site requirements, terms and conditions, and other considerations including economic development programs and associated incentives leveraged to attract similar successful developments. This goal for this task is to help identify and align Airport and City efforts in responding to and working to attract aviation-related development pursuits at the Airport.

### **Task 3 – Asset Positioning, Conceptual Land Use Diagram and Presentation of Findings**

Once commercial market demand has been quantified by phase and orientation, the consultant team will evaluate how to best position available residual Airport property assets to capture said demand on-site. The consultant will further qualify real estate product forms of development eligible for available sites and/or explore economic development programs, if applicable. A conceptual land use diagram will be developed to illustrate findings of the study. This land use diagram will be developed with the end customer being potential development partners.

As part of this task, we will provide the client information which can be used to support decision-making as real estate opportunities arise or become apparent; this information will serve as a roadmap such that near-term decisions do not preclude achieving long-term portfolio goals.

This task includes staff time to conduct a project coordination/work session with Airport staff via conference call or video conference, if deemed necessary, to discuss preliminary findings, etc. of the study. Finally, this task includes an on-line presentation of findings to the client.

### **Task 4 – On-Airport Water Treatment Plant Evaluations**

The City of San Angelo is in the process of preparing a study to assess the demands of water and wastewater needs in the southwestern portions of the city. Considering the timing of this master study, and the potential for development at the airport, alternate means for providing water and wastewater service to the airport should to be investigated to ensure that existing and potential tenant's needs can be met.

The City owns a water treatment plant (WTP) and a wastewater treatment plant (WWTP) serving the San Angelo Regional Airport and the surrounding area. This task will investigate developing options for bringing the treatment plants back on line.

Items that would be investigated to determine the feasibility of re-commissioning the water treatment plant (WTP) would include:

- Raw water quality sampling and analysis to determine if it has changed since the WTP was taken offline
- Review of Water Rights
- Treatment capacity review
- Physical condition assessment

Areas of investigation for the wastewater treatment plant will include

- Treatment capacity review
- Physical condition assessment
- Review of effluent reuse and disposal options

To facilitate this investigation the project team will attend a kick off meeting with the City to discuss the objectives and schedule of the evaluation. This will be followed by a field investigation and condition assessment of the mechanical, electrical and instrumentation and control systems of the treatment systems. Specific efforts will include:

- Develop a raw water testing and analysis plan. Review the results.
- Review the Water Rights for the water treatment plant raw surface water source.
- Analyze the historical plant information including three (3) years' worth of plant operating data and operations and maintenance records for both the WTP and WWTP.
- For the WWTP: Evaluate the historic effluent quality performance, and the capability of treatment plant to handle the anticipated flows and loads.
- For the WTP: Determine the capability of the WTP to treat the current raw water.
- Based on the facility record drawings, perform a desktop review of the treatment capacity of each treatment plant.
- Determine if any modifications or upgrades are required or recommended to improve the operability and reliability of the facility or are needed to meet the current conditions and permit limitations.
- Develop a scope of work for bringing the treatment plants back on-line.
- Develop preliminary cost estimate for the selected plan to bring the treatment plants back on-line.

The findings will be documented within a memo and presented to staff during an onsite meeting.

#### **Task 5 – Documentation**

Findings of Tasks 1 through 4 will be documented and a draft report will be sent to Airport and City staff for review and comment. The document will summarize all findings, provide recommendations for next steps, and include graphic materials that are suitable for marketing and/or communicating with interested parties. High level cost estimates will be provided for any identified infrastructure needs and the document will contain information that can be used for further grant applications, etc.

| <b>Estimated Project Cost</b> |                                                                                       |                      |
|-------------------------------|---------------------------------------------------------------------------------------|----------------------|
| Task 1                        | Real Estate Portfolio Review & Analysis, Community Context and Stakeholder Engagement | \$ 32,471.00         |
| Task 2                        | Market Assessment of Relevant Commercial Uses and Aviation-related Benchmarking       | \$ 52,708.00         |
| Task 3                        | Asset Positioning, Conceptual Land Use Diagram and Presentation of Findings           | \$ 18,572.00         |
| Task 4                        | On-Airport Water Treatment Plant Evaluations                                          | \$ 13,130.00         |
| Task 5                        | Documentation                                                                         | \$ 4,110.00          |
|                               | <b>Total</b>                                                                          | <b>\$ 120,991.00</b> |



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: October 16, 2018

Item type: Consent Item

---

## **Caption:**

Consider approving Buyboard Contract #515-16 for the purchase of one Street Sweeper from Tymco, Inc. (Waco, TX), in the amount of \$258,646.50, budgeted in fiscal year 2019 (Ryan Kramer)

## **Summary/History:**

Council approval is requested for the purchase of one street sweeper using Buyboard contract #515-16. This equipment is to be utilized by the Stormwater division for the purpose of street sweeping.

Currently, equipment being used for this purpose includes 6 street sweepers of similar style. The requested new unit will replace one existing unit that is aged and has experienced elevated expenses.

The requested purchase will be made from TYMCO, Inc (Waco, TX). There are no known local vendors for this type of equipment.

## **Financial Impact:**

Staff recommends approval of Buyboard Contract #515-16 for the purchase of one Street Sweeper from Tymco, Inc. (Waco, TX), in an amount of \$258,646.50, budgeted in FY19.

## **Other Information/Recommendation:**

Staff recommends approval of Buyboard Contract #515-16 for the purchase of one Street Sweeper from Tymco, Inc. (Waco, TX), in an amount of \$258,646.50, budgeted in FY19.

## **Attachments:**

1. San Angelo, TX 10-2-18 2016-2018 Model 600 Quote Form      San Angelo, TX 10-2-18 2016-2018 Model 600 Quote Form.pdf

## **Presentation:**

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Ryan Kramer     | Created/Initiated |
| Patrick Frerich | Approved          |
| Shane Kelton    | Approved          |
| Theresa James   | Approved          |
| Anthony Wilson  | Approved          |
| Candice Blake   | Approved          |
| Tina Dierschke  | Approved          |

Theresa James  
Becky Dunn  
Bryan Kendrick

Approved  
Approved  
Final Approval



# BuyBoard Pricing List - Contract 515-16 Dec. 1, 2016 - Nov. 30, 2018

PLEASE MAKE P.O. TO TYMCO, Inc.

Date:

10/02/18

Customer: City of San Angelo, TX

Person Quoting

Kaye Morgan [kaye.morgan@tymco.com](mailto:kaye.morgan@tymco.com)

Base Model TYMCO 600 - Auxiliary Engine - John Deere 4045T (Tier FT4) 4 cyl, BlueLogic Control System; Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber High Powered Strobe Light, Rear Mounted Alternating/Flashing Lights(2), Back-Up Alarm, Floodlights on Rear (2), Duo Skids, Rubber Lined Blower, Suction Inlet Liner, Severe Weather Wiring

| Qty                        |                                                                                                   | Price      | BB Disc. Price | Net               |
|----------------------------|---------------------------------------------------------------------------------------------------|------------|----------------|-------------------|
| 1                          | Base Model TYMCO Model 600                                                                        | 133,000.00 | 119,700.00     | 119,700.00        |
|                            | Abrasion Protection Package                                                                       | 1,200.00   | 1,080.00       | 0.00              |
| 1                          | Air Purge                                                                                         | 230.00     | 207.00         | 207.00            |
|                            | Airport Runway Sweeper - HSP (High Speed Performance) System                                      | 8,500.00   | 7,650.00       | 0.00              |
|                            | A.O.D. Washdown System.w/Spray Gun w/Trigger control                                              | 2,000.00   | 1,800.00       | 0.00              |
| 1                          | Arrow Stick (Traffic Directing Light LED - SAE Class 1)                                           | 1,200.00   | 1,080.00       | 1,080.00          |
|                            | Auxiliary Hand Hose                                                                               | 1,350.00   | 1,215.00       | 0.00              |
|                            | Auxiliary Hand Hose Nozzle Extension                                                              | 600.00     | 540.00         | 0.00              |
|                            | Auxiliary Hand Hose with Hydraulic Boom Assist                                                    | 4,600.00   | 4,140.00       | 0.00              |
|                            | Auxiliary Hand Hose with Catch Basin Cleaning Package                                             | 8,500.00   | 7,650.00       | 0.00              |
| 1                          | Auxiliary Hydraulic System                                                                        | 1,275.00   | 1,147.50       | 1,147.50          |
| 1                          | Broom Assist Pick-Up Head                                                                         | 4,850.00   | 4,365.00       | 4,365.00          |
|                            | Camera/Monitor System AWT1 w/7" Color Monitor - Single Camera                                     | 1,700.00   | 1,530.00       | 0.00              |
| 1                          | Camera/Monitor System AWT1 w/7" Color Monitor - Dual Cameras                                      | 2,900.00   | 2,610.00       | 2,610.00          |
|                            | CAT 290 Water Pump (exchange)                                                                     | 1,175.00   | 1,057.50       | 0.00              |
| 1                          | COMDEX Package - Extra Water Capacity                                                             | 5,400.00   | 4,860.00       | 4,860.00          |
|                            | Compressed Natural Gas (CNG) Power Conversion                                                     | 27,500.00  | 24,750.00      | 0.00              |
| 1                          | Dump Switch in Cab                                                                                | 235.00     | 211.50         | 211.50            |
|                            | Dustless Sweeper Technology (DST-6)                                                               | 69,000.00  | 62,100.00      | 0.00              |
|                            | Engine Block Heater                                                                               | 350.00     | 315.00         | 0.00              |
| 2                          | Gutter Broom Tilt Adjuster - each side                                                            | 750.00     | 675.00         | 1,350.00          |
| 1                          | Gutter Broom Variable Speed                                                                       | 850.00     | 765.00         | 765.00            |
| 2                          | Gutter Broom - Drop Down (requires tilt) each                                                     | 850.00     | 765.00         | 1,530.00          |
| 1                          | Hi/Low Pressure Washdown System                                                                   | 1,675.00   | 1,507.50       | 1,507.50          |
| 1                          | High Capacity Dust Separator                                                                      | 1,025.00   | 922.50         | 922.50            |
| 1                          | High Output Water System                                                                          | 875.00     | 787.50         | 787.50            |
| 1                          | Hopper Deluge System                                                                              | 800.00     | 720.00         | 720.00            |
|                            | Hopper Drain System                                                                               | 600.00     | 540.00         | 0.00              |
| 1                          | Hopper Load Indicator                                                                             | 500.00     | 450.00         | 450.00            |
|                            | Hopper Screen Chip Seal/Milling                                                                   | 700.00     | 630.00         | 0.00              |
|                            | Lateral Air Flow Nozzle                                                                           | 3,300.00   | 2,970.00       | 0.00              |
|                            | Linear Actuator Pressure Bleeder                                                                  | 230.00     | 207.00         | 0.00              |
|                            | Liquid Recovery System                                                                            | 3,650.00   | 3,285.00       | 0.00              |
|                            | Liquid Recovery System Pump Kit                                                                   | 5,700.00   | 5,130.00       | 0.00              |
|                            | Low Emissions Package                                                                             | 2,100.00   | 1,890.00       | 0.00              |
|                            | Magnet Assembly - Heavy Duty                                                                      | 11,900.00  | 10,710.00      | 0.00              |
|                            | Magnet Assembly - Standard Duty                                                                   | 9,500.00   | 8,550.00       | 0.00              |
| 1                          | Pick-Up Head Curtain Lifter                                                                       | 1,750.00   | 1,575.00       | 1,575.00          |
| 1                          | Pick-Up Head Pressure Inlet Water Injection System                                                | 2,050.00   | 1,845.00       | 1,845.00          |
|                            | Pick-Up Head Removable Front Curtain Set                                                          | 285.00     | 256.50         | 0.00              |
| 1                          | Reverse Pick-Up Head Chains                                                                       | 455.00     | 409.50         | 409.50            |
| 1                          | Stainless Steel Hopper w/Stainless Steel High Capacity Dust Separator                             | 19,500.00  | 17,550.00      | 17,550.00         |
|                            | 2016 Autocar Xpert (Cabover) 33,000 GVW Diesel, Air Conditioner, AM/FM Radio/Dual Steer           | 117,500.00 | 105,750.00     | 0.00              |
|                            | 2016 Peterbilt (Cabover); 33,000 GVW, Diesel, AC, Air Seats, AM/FM Stereo Radio/Dual Steering     | 110,000.00 | 99,000.00      | 0.00              |
|                            | 2017 Freightliner M2 Diesel, LH Vertical Exhaust, Air Conditioner, Air Seats, AM/FM Radio         | 89,500.00  | 80,550.00      | 0.00              |
|                            | 2016 Freightliner M2 Chassis CNG Powered 8.9L ISL-G w/Fuel System 60 D.G.E.                       | 156,000.00 | 140,400.00     | 0.00              |
|                            | 2016 International 4300-DT: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, Dual Steering | 87,500.00  | 78,750.00      | 0.00              |
| 1                          | 2016 IH 4300-ISB: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS                      | 90,750.00  | 81,675.00      | 81,675.00         |
| <b>Unpublished Options</b> |                                                                                                   |            |                |                   |
| 1                          | 2019 International 4300-IISB Chassis YM UPGRADE                                                   | 4,900.00   | 4,410.00       | 4,410.00          |
| 1                          | Stainless Steel Blower Housing                                                                    | 1,490.00   | 1,341.00       | 1,341.00          |
| 1                          | Auto Sweep Interrupt w/Overspeed Interrupt                                                        | 1,200.00   | 1,080.00       | 1,080.00          |
| 1                          | Skid Bumper Extension Set (2)                                                                     | 325.00     | 292.50         | 292.50            |
| 3                          | Additional Nozzle w/Separate Switch: Hopper/Left GB; Right GB                                     | 500.00     | 450.00         | 1,350.00          |
| 1                          | Ext Warranty - Truck Engine 5 years/100K miles                                                    | 1,500.00   | 1,350.00       | 1,350.00          |
| 1                          | Ext Warranty - After Treatment 5 years/100K miles                                                 | 625.00     | 562.50         | 562.50            |
| 1                          | Ext Warranty - Allison Transmission 5 years/unlimited miles                                       | 825.00     | 742.50         | 742.50            |
| 1                          | Ext Warranty - John Deere - 5 years/5000 Hours No charge                                          | 0.00       | 0.00           | 0.00              |
| 1                          | Freight/PDI/ Inservice                                                                            | 2,500.00   | 2,250.00       | 2,250.00          |
|                            |                                                                                                   |            | 0.00           | 0.00              |
|                            |                                                                                                   |            | 0.00           | 0.00              |
| <b>TOTAL:</b>              |                                                                                                   |            |                | <b>258,646.50</b> |

Requested by: \_\_\_\_\_

Approved by: \_\_\_\_\_

**DELIVERY: 60-90 DAYS**

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider increasing award of RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$140,541.11, budgeted in fiscal year 2019, for the purchase of one unit (Ryan Kramer)

## **Summary/History:**

For FY18, bids were requested for an over the road haul truck. That bid was awarded to Lonestar Truck Group of San Angelo and one unit was purchased under this award. At that time, bids were received from 3 local and 2 out-of-town vendors. A total of 5 trucks were compared and evaluated to determine the best value offered to the City through this bid.

For FY19, one additional truck has been budgeted, and the terms of RFB FS-07-18 indicate that pricing (plus a possible 4% escalation) for this type truck will be valid for a maximum of two years. The original purchase price of \$135,156 has increased to \$140,541.11 but is still within the 4% guideline.

## **Financial Impact:**

Staff recommends increasing award of RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$140,541.11, budgeted in FY19, for the purchase of one unit.

## **Other Information/Recommendation:**

Staff recommends increasing award of RFB FS-07-18 Haul Truck to Lonestar Truck Group (San Angelo, TX) in the amount of \$140,541.11.

## **Attachments:**

- |    |                |                      |
|----|----------------|----------------------|
| 1. | Bid Tabulation | FS-07-18 Bid Tab.pdf |
|----|----------------|----------------------|

## **Presentation:**

None

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Ryan Kramer     | Created/Initiated |
| Patrick Frerich | Approved          |
| Shane Kelton    | Approved          |
| Theresa James   | Approved          |
| Anthony Wilson  | Approved          |



Candice Blake  
Tina Dierschke  
Theresa James  
Becky Dunn  
Bryan Kendrick

Approved  
Approved  
Approved  
Approved  
Final Approval



| Summit Truck Group                    |                              |                    |                |
|---------------------------------------|------------------------------|--------------------|----------------|
| Description                           | Unit Price                   | Estimated Quantity | Extended Price |
| Current Year Model Price              | 132780                       | 1                  | 132780         |
| Make and Model Quoted                 | 2019 International HX620 6x4 |                    |                |
| Delivery Lead Time                    | 90-120 days                  |                    |                |
| Allison Transmission                  | 6540                         | 1                  | 6540           |
| Extended Warranty – Engine            | 1500                         | 1                  | 1500           |
| Extended Warranty – After Treatment   | 800                          | 1                  | 800            |
| Extended Warranty – Transmission      | 800                          | 1                  | 800            |
| Parts, Service, and Operators Manuals | N/A                          | 1                  | N/A            |
| Total Bid:                            |                              | \$                 | 142,420.00     |

| Lonestar Truck Group    |                    |                |
|-------------------------|--------------------|----------------|
| Unit Price              | Estimated Quantity | Extended Price |
| 131706                  | 1                  | 131706         |
| 2019 Freightliner 122SD |                    |                |
| 130-140 days            |                    |                |
| 11275                   | 1                  | 11275          |
| 2450                    | 1                  | 2450           |
| included                | 1                  | included       |
| 1000                    | 1                  | 1000           |
|                         | 1                  | 0              |
| Total Bid:              |                    | \$ 146,431.00  |

| Bruckner Truck Sales |                    |                |
|----------------------|--------------------|----------------|
| Unit Price           | Estimated Quantity | Extended Price |
| 126608               | 1                  | 126608         |
| Mack CHU613          |                    |                |
| 1 week               |                    |                |
|                      | 1                  | 0              |
| 1560                 | 1                  | 1560           |
| 878                  | 1                  | 878            |
| STD                  | 1                  | STD            |
| online               | 1                  | online         |
| Total Bid:           |                    | \$ 129,046.00  |

| Rush Truck Centers |                    |                |
|--------------------|--------------------|----------------|
| Unit Price         | Estimated Quantity | Extended Price |
| 144996.74          | 1                  | 144996.74      |
| 2018 Peterbilt 567 |                    |                |
| 4-6 weeks          |                    |                |
| N/A                | 1                  | N/A            |
| 5/100              | 1                  | 1835           |
| 5/100              | 1                  | 800            |
| 4/450              | 1                  | 300            |
| N/A                | 1                  | N/A            |
| Total Bid:         |                    | \$ 147,931.74  |

| Southwest International  |                    |                |
|--------------------------|--------------------|----------------|
| Unit Price               | Estimated Quantity | Extended Price |
| 133682.54                | 1                  | 133682.54      |
| 2019 International HX620 |                    |                |
| 60 days                  |                    |                |
| N/A                      | 1                  | N/A            |
| 12400                    | 1                  | 12400          |
| 6000                     | 1                  | 6000           |
| 3900                     | 1                  | 3900           |
| 0                        | 1                  | 0              |
| Total Bid:               |                    | \$ 155,982.54  |

|                  |        |
|------------------|--------|
| Piggy Back       | No     |
| Cooperative      | No     |
| Payment Terms    | Net 10 |
| Payment Discount | N/A    |

|        |
|--------|
| Yes    |
| No     |
| Net 15 |
| N/A    |

|                |
|----------------|
| Yes            |
| Yes - Buyboard |
| N/A            |
| N/A            |

|              |
|--------------|
| No           |
| No           |
| Per Buyboard |
| N/A          |

|         |
|---------|
| Yes     |
| No      |
| 30 days |
| No      |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Charles Hagen, Risk Manager, Human Resources/Risk Management, (325)657-4359

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider approving payment to Texas Municipal League Intergovernmental Risk Pool in the amount of \$397,160.68 for the policy year 2018-2019 renewal premium, budgeted in fiscal year 2019 (Charles Hagen)

## **Summary/History:**

The City is self-insured for general liability to include law enforcement liability, errors and omissions liability, auto, aviation, mobile equipment, and property. Claim exposures exceeding \$500,000 are insured by the purchase of excess general liability Insurance. The renewal premium for fiscal year 2019 will be \$397,160.68 and is budgeted for in the current fiscal year.

City Code, Section 1.608 provides that the City Manager, "with approval of the City Council, is hereby authorized to purchase insurance as may be necessary to provide coverage to the extent that the loss exposure exceeds the reasonable capacity of the Self-Insurance Fund to afford adequate coverage. (1959 Code of Ordinances, Sec. 1-33-8)."

## **Financial Impact:**

This Premium is budgeted for in the current fiscal year.

## **Other Information/Recommendation:**

The premium for Texas Municipal League Intergovernmental Risk Pool is an annually budgeted item and paid from Risk Management fund 320-1603-500.05-23.

## **Attachments:**

## **Presentation:**

## **Approvals/Reviews:**

Charles Hagen  
Lisa Marley  
Candice Blake  
Tina Dierschke  
Theresa James  
Bryan Kendrick

Created/Initiated  
Approved  
Approved  
Approved  
Approved  
Final Approval

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: David Howard, Assistant Chief / Support Services, Police, (325) 659-8011

Meeting Date: October 16, 2018

Item type: Consent Item

---

## **Caption:**

Consider authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services with associated costs not to exceed \$91,084 for fiscal year 2019 (Chief Carter)

## **Summary/History:**

During the Budget process the City Council approved contributions to the County for provision of Mental Health Unit services. The Mental Health Unit responds to crisis calls involving the mentally ill, suicidal, or homicidal subjects for assessment and transport to the appropriate and safe facility. This agreement details services which are provided to the City by the Mental Health Unit.

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                         |                                              |
|----|-----------------------------------------|----------------------------------------------|
| 1. | 18-                                     | 18-                                          |
|    | 996_SAPD_TGC_MHU_INTERLOCAL_AGREE_FINAL | 996_SAPD_TGC_MHU_INTERLOCAL_AGREE_FINAL.docx |

## **Presentation:**

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| David Howard   | Created/Initiated |
| Frank Carter   | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |



**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF SAN ANGELO AND TOM GREEN COUNTY  
AND THE TOM GREEN COUNTY SHERIFF  
FOR COUNTY MENTAL HEALTH UNIT SERVICES**

This Interlocal Agreement (hereinafter “this Agreement”) is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between Tom Green County, and the Tom Green County Sheriff (hereinafter “County”) and the City of San Angelo, Texas, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter “City”). City and County may be referred to as “Party” or “Parties” herein.

WITNESSETH

WHEREAS, the Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request; and,

WHEREAS, MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities; and,

WHEREAS, the arrival of the MHU allows the patrol unit to return to their law enforcement duties in a timely manner; and,

WHEREAS, the services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the MHU provide a health and safety benefit for the citizens of City and County.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County MHU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2018 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2019, unless earlier terminated as herein provided.

### ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay Tom Green County for MHU services the sum of Ninety-One Thousand Eighty Four and 00/100 dollars (\$91,084.00) upon execution of this Agreement.
2. Should County discontinue the provision of MHU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which MHU services are discontinued.

### ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide MHU services through the Tom Green County Sheriff's Department. The MHU services shall:

1. Consist of five (5) deputies and one (1) supervisor.
2. Provide the MHU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving the mentally ill or suicidal/homicidal subjects in City and County.
4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.
5. Utilize the funds provided by City pursuant to this Agreement toward support of providing the MHU services, to include salaries, supplies, equipment, and maintenance of equipment, including automobiles.

### ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

### ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other Party's

employees, agents or representatives.

#### ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

#### ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the parties. .

#### ARTICLE 9: ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

#### ARTICLE 10: AMENDMENT.

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall require approval of the governing body of each party.

#### ARTICLE 11: SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a Party hereto, the same shall not be considered a breach of this Agreement.

#### ARTICLE 13: EXCLUSIVITY.

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

#### ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Name: Honorable Steve Floyd  
Title: County Judge  
Address: 122 West Harris  
San Angelo, Texas 76903  
Telephone No.: 325/653-3318  
Facsimile No.: 325/659-3258

To City:

Name: The City of San Angelo  
Title: Attn: City Manager  
Address: 72 West College Ave.  
San Angelo, Texas 76903  
Telephone No.: 325/657-4241  
Facsimile No.: 325/657-4335

#### ARTICLE NO. 15: THIRD PARTIES/VENUE.

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under State law.

#### ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

#### ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed



provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By:

\_\_\_\_\_  
Steve Floyd, County Judge,  
Tom Green County, acting in his official  
capacity as County Judge and not  
individually

By:

\_\_\_\_\_  
David Jones, Tom Green County Sheriff,  
acting in his official capacity as Sheriff  
and not individually

ATTEST:

\_\_\_\_\_  
Elizabeth McGill, County Clerk

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

CITY OF SAN ANGELO:

By:

\_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, City Clerk

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

Approved as to content:

By:

\_\_\_\_\_  
Frank Carter,  
City of San Angelo Police Chief

Approved as to form:

By:

\_\_\_\_\_  
Theresa James,  
City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: David Howard, Assistant Chief / Support Services, Police, (325) 659-8011

Meeting Date: October 16, 2018

Item type: Consent Item

---

## **Caption:**

Consider authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services with associated costs not to exceed \$31,704 for fiscal year 2019 (Chief Carter)

## **Summary/History:**

During the Budget process, the City Council approved contributions to the County for the provision of the Crisis Intervention Unit service. The Crisis Intervention Unit responds to crisis calls involving crime victims. They provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence. This agreement details services which are provided to the City by the Crisis Intervention Unit.

## **Financial Impact:**

This item is a budgeted item paid from account 101-8000-421.03-30 (Contract Services).

## **Other Information/Recommendation:**

## **Attachments:**

1. 18-997\_SAPD\_TGC\_CIU\_INTERLOCAL\_AGREE\_FINAL 18-997\_SAPD\_TGC\_CIU\_INTERLOCAL\_AGREE\_FINAL.docx

## **Presentation:**

No

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| David Howard   | Created/Initiated |
| Frank Carter   | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF SAN ANGELO AND TOM GREEN COUNTY  
FOR SERVICES FROM THE COUNTY CRISIS INTERVENTION UNIT**

This Interlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter "County") and the **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

**WITNESSETH**

WHEREAS, the Crisis Intervention Unit (CIU) is a public service that assists victims of crime; and,

WHEREAS, CIU staff provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assistance with emergency protective orders and respond to death scenes when requested; and,

WHEREAS, the services of the CIU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the CIU provide a health and safety benefit for the citizens of the City and County;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1: PURPOSE.**

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County CIU.

**ARTICLE 2: TERM.**

This Agreement shall be effective from and after October 1, 2018 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2019, unless earlier terminated as herein provided.

**ARTICLE 3: OBLIGATIONS OF CITY.**

City agrees to:

1. Pay to Tom Green County for CIU services the sum of Thirty-One Thousand Seven

Hundred Four and 00/100 dollars (\$31,704.00) upon execution of this Agreement.

2. Should County discontinue the provision of CIU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which CIU services are discontinued.

#### **ARTICLE 4: OBLIGATIONS OF COUNTY.**

County agrees to provide CIU services through the Tom Green County Sheriff's Department. The CIU services shall:

1. Include provision for sufficient staff and trained civilian volunteers.
2. Provide the CIU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving crime victims in City and County.
4. Provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence and stalking and respond to death scenes when requested.
5. Utilize the funds provided by City pursuant to this Agreement toward support in providing the CIU services, to include a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

#### **ARTICLE 5: NO JOINT VENTURE.**

This Agreement is not intended to create a joint venture between the parties.

#### **ARTICLE 6: STATUS OF EMPLOYEES.**

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other entity's employees, agents or representatives.

#### **ARTICLE 7: TERMINATION.**

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

#### **ARTICLE 8: EXECUTION.**

This Agreement shall not become effective until approved by the governing body of each of the Parties.

#### **ARTICLE 9: ENTIRE AGREEMENT.**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

#### **ARTICLE 10: AMENDMENT.**

This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to this Agreement shall require approval of the governing body of each Party.

#### **ARTICLE 11: SEVERABILITY.**

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **ARTICLE 12: FORCE MAJEURE.**

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a party hereto, the same shall not be considered a breach of this Agreement.

#### **ARTICLE 13: EXCLUSIVITY.**

This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the



same or similar service.

#### **ARTICLE 14: NOTICE.**

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Name: Honorable Steve Floyd  
Title: County Judge  
Address: 122 West Harris  
San Angelo, Texas 76903  
Telephone No.: 325/653-3318  
Facsimile No.: 325/659-3258

To City:

Name: The City of San Angelo  
Title: Attn: City Manager  
Address: 72 West College Ave.  
San Angelo, Texas 76903  
Telephone No.: 325/657-4241  
Facsimile No.: 325/657-4335

#### **ARTICLE NO. 15: THIRD PARTIES/VENUE**

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

#### **ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.**

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

**ARTICLE NO. 17: CAPTIONS.**

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

**ARTICLE NO. 18: AVAILABILITY OF FUNDS.**

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

[Signature Page to Follow]

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

**TOM GREEN COUNTY:**

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

Steve Floyd, County Judge,  
Tom Green County, acting in his official  
capacity as County Judge and not  
individually

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

David Jones, Tom Green County Sheriff,  
acting in his official capacity as Sheriff  
and not individually

ATTEST:

\_\_\_\_\_  
Elizabeth McGill, County Clerk  
Date: \_\_\_\_\_

**CITY OF SAN ANGELO:**

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

\_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, City Clerk  
Date: \_\_\_\_\_

Approved as to content:

Approved as to form:

By: \_\_\_\_\_  
Frank Carter,  
City of San Angelo Police Chief

By: \_\_\_\_\_  
Theresa James,  
City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Mitch Sprunger, Interim Airport Director, Airport, 325-659-6409

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution approving the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) grant for airport maintenance reimbursements up to \$50,000 for fiscal year 2019 and authorizing the City Manager to negotiate and execute all related documents (Mitch Sprunger)

## **Summary/History:**

For FY-2019, the airport applied for and received a grant offer from the Texas Department of Transportation (TxDOT) for a Routine Airport Maintenance Program (RAMP) Grant. RAMP Grants are entered into an agreement between the State and the City under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The TxDOT RAMP Grant provides financial assistance for fifty percent (50%) of eligible project costs, or \$50,000, whichever is less, per fiscal year. The local government match is 50% of actual cost plus any excess of \$100,000 total costs.

The grant reimburses "lower cost" airside and landside airport improvements, which include, but are not limited to: purchase of materials for routine maintenance/improvement of airport pavements, pavement crack sealing, airfield light replacement, drainage improvements, pavement marking repairs, HVAC repairs in the terminal and/or control tower, hangar/terminal building painting repairs, and security camera system repairs.

## **Financial Impact:**

The TxDOT RAMP Grant provides financial assistance for fifty percent (50%) of eligible project costs, or \$50,000, whichever is less, per fiscal year. The local government match is 50% of actual cost plus any excess of \$100,000 total costs.

All of the airport maintenance items that will be supplemented by this grant are budgeted for within the airport operating budget. No general fund dollars will be used with this grant.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                          |                                               |
|----|------------------------------------------|-----------------------------------------------|
| 1. | AP TXDOT MAINTENANCE GRANT FY-19         | AP TXDOT MAINTENANCE GRANT FY-19.pdf          |
| 2. | 18-99920_AP_TXDOT_MAINT_GRANT_RESO (003) | 18-99920_AP_TXDOT_MAINT_GRANT_RESO (003).docx |

## **Presentation:**

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Mitch Sprunger | Created/Initiated |
| Mitch Sprunger | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |



**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID.: M1907MATH**

**Part I - Identification of the Project**

TO: The City of San Angelo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of San Angelo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the SAN ANGELO - SAN ANGELO RGNL/MATHIS FIELD Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.



#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances**

**Sponsor**

The City of San Angelo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 16<sup>th</sup> day of October, 2018

\_\_\_\_\_  
The City of San Angelo, Texas

Sponsor

\_\_\_\_\_  
Daniel Valenzuela

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Sponsor Title

**Certificate of Attorney**

I, Theresa James, acting as attorney for the City of San Angelo, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at San Angelo, Texas, this 16<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Attorney's Signature

Attachment A

**Scope of Services**  
**TxDOT Project ID: M1907MATH**

| <b>Eligible Scope Item</b> | <b>Estimated Costs<br/>Amount A</b> | <b>State Share<br/>Amount B</b> | <b>Sponsor Share<br/>Amount C</b> |
|----------------------------|-------------------------------------|---------------------------------|-----------------------------------|
| <b>GENERAL MAINTENANCE</b> | \$100,000.00                        | \$50,000.00                     | \$50,000.00                       |
| <b>TOTAL</b>               | \$100,000.00                        | \$50,000.00                     | \$50,000.00                       |

Accepted By: The City of San Angelo, Texas

\_\_\_\_\_  
Daniel Valenzuela

Title: City Manager

Date: October 16, 2018

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

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

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



### CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M1907MATH

The City of San Angelo does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of San Angelo, Texas

By: Tina Dierschke

Title: Finance Director

Date: October 16, 2018

#### Certification of State Single Audit Requirements

I, Tina Dierschke, do certify that the City of San Angelo, Texas,  
(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of San Angelo, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of San Angelo, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

Finance Director

\_\_\_\_\_  
Title

October 16, 2018

\_\_\_\_\_  
Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M1907MATH

The City of San Angelo, Texas, designates, Thomas (Mitch) Sprunger, Interim Airport Director  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of San Angelo, Texas

By: Daniel Valenzuela

Title: City Manager

Date: October 16, 2018

**DESIGNATED REPRESENTATIVE**

Mailing Address: 8618 Terminal Circle, Suite 101  
San Angelo, Texas 76904

Overnight Mailing Address: 8618 Terminal Circle, Suite 101  
San Angelo, Texas 76904

Telephone Number: (325) 659-6409

Fax Number: (325) 703-6095

Email Address: thomas.sprunger@cosatx.us

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION ROUTINE AIRPORT MAINTENANCE PROGRAM GRANT FOR REIMBURSEMENT OF UP TO \$50,000, IN ELIGIBLE AIRPORT MAINTENANCE EXPENSES INCURRED FOR FISCAL YEAR 2019.

WHEREAS, the City of San Angelo owns and operates the San Angelo Regional Airport—Mathis Field (“Airport”); and,

WHEREAS, the City of San Angelo participates as a Sponsor in the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) and is eligible for airport maintenance reimbursements of up to \$50,000, for fiscal year 2019;

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

That the City Manager or his designee is hereby authorized and directed to execute on behalf of the City of San Angelo, Sponsor, a Grant Agreement with TxDOT for reimbursement of up to \$50,000, in eligible airport maintenance expenses incurred during fiscal year 2019, for the San Angelo Regional Airport, Mathis Field.

PASSED and APPROVED this 16<sup>TH</sup> day of October, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Mitch Sprunger, Interim Airport Director

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Brent Casey, Recreation Manager, Recreation, 325-657-4450

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution authorizing a special event known as "Joe's Bar and Grill Car Show" and approving variances to city ordinances at Mary E. Lee Park for October 20, 2018 (Brent Casey)

## **Summary/History:**

Joe's Bar and Grill Car Show has had a car show at Mary E. Lee park for the past three years. They turned in a special event application earlier this summer for the event this year.

As part of the review process for this event, SAPD informed Parks and Recreation that this event would require a City Ordinance variance related to driving and parking on the park grass to be legal.

Staff recommends approval.

## **Financial Impact:**

There is no fiscal impact regarding this item.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                                                      |                                                                                          |
|----|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1. | 19-020_PR_Joe's Bar and Grill Car Show Variance Supplemental Exhibit A 2018 original | 19-020_PR_Joe's Bar and Grill Car Show Variance Supplemental Exhibit A 2018 original.doc |
| 2. | Car Show Special Event app and info                                                  | Car Show Special Event app and info.pdf                                                  |
| 3. | 19-020 RES Car Show special event Joes Bar and Grill final                           | 19-020 RES Car Show special event Joes Bar and Grill final.doc                           |

## **Presentation:**

## **Approvals/Reviews:**

Brent Casey  
Carl White  
Theresa James  
Becky Dunn  
Bryan Kendrick

Created/Initiated  
Approved  
Approved  
Approved  
Final Approval





**EXHIBIT A**  
**SUPPLEMENT TO SPECIAL EVENTS PERMIT**  
**Joe's Bar and Grill Car Show**  
**Oct 19-20, 2018**

Permit Holder: Joe's Bar and Grill Car Show at Mary Lee Park

Contact Person:     Name                      Phone  
                                 Bender Martin                      (325) 656-7455

Location of Event:     Mary E. Lee Park  
                                 2160 Mary E. Lee Road  
                                 San Angelo, TX 76904

Name of Event:         Joe's Bar and Grill Annual Car Show (hereinafter "Event")

Date of Event:           Oct 19-20, 2018  
                                 Set up: Oct 19, 2018  
                                 Clean up: Oct 20, 2018, finished event and music at 4:00 p.m.

Anticipated  
Attendance:              1,000-1,500

Hours of  
Operation:                Oct 19, 2018 (setup)  
                                 8:00 a.m. through 4:00 p.m., Oct 20, 2018 (event with music)

This supplement to the special event permit is issued to the Joe's Bar and Grill Car Show by the City of San Angelo (hereinafter "City") subject to the conditions and requirements set forth below.

Permitted Activities

1. Event participants may park on the grass at Mary E. Lee Park during the date set out above.
2. Event staff may set up tents and signs and allow vendors in the Area subject to any regulations set out in this Permit.

Requirements for Permit Holder ("Joe's Bar and Grill Car Show")

1. Sanitation.



**Attachment 1 to Exhibit A  
TO THE 2018 JOE'S BAR AND GRILL CAR SHOW**

**Exhibit 1 to Event Resolution**

**Variances**

- 1) Conduct of this Event shall not constitute a violation of the City's noise ordinances.
- 2) Notwithstanding City ordinances to the contrary, event Sponsor shall not be required to obtain permits for tents and signs.
- 3) Notwithstanding City ordinances to the contrary, flags, banners, and information signs shall be allowed for the Event. Placement shall be coordinated with and approved by the City Manager or his designee.

W CITY OF SAN ANGELO  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Oper: RIOSIDCK Type: PK Drawer: 1  
Date: 3/19/18 01 Receipt no: 175234

| Description               | Quantity | Amount   |
|---------------------------|----------|----------|
| 98 MISC                   | 1.00     | \$35.00  |
| SPEC EVENT/JOE'S CAR SHOW |          |          |
| 98 MISC                   | 1.00     | \$250.00 |
| DEPOSIT/JOE'S CAR SHOW    |          |          |

|                |      |          |
|----------------|------|----------|
| Tender detail  | 7064 | \$285.00 |
| CK CHECK       |      | \$285.00 |
| Total tendered |      | \$285.00 |
| Total payment  |      |          |

Trans date: 3/19/18 Time: 11:45:52

\*\* THANK YOU FOR YOUR PAYMENT \*\*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                       |  |                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>USI Southwest San AngeloCL<br>133 W. Concho Ave., Ste. 109<br>San Angelo, TX 76903<br>325 655-5656 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 325 655-5656<br>FAX (A/C, No): 325 658-4519<br>E-MAIL:<br>ADDRESS:                                            |  |
|                                                                                                                       |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Scottsdale Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |
| <b>INSURED</b><br>City Of San Angelo<br>Attn: Risk Management<br>72 W. College<br>San Angelo, TX 76903                |  | <b>NAIC #</b><br>41297                                                                                                                                      |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                    | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CPS2763565    | 01/08/2018              | 01/08/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$1,000,000<br>PRODUCTS - COMP/OP AGG \$1,000,000<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                           |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                    |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                        |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                 |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               | N/A                |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Date: October 22, 2018

Event: 3rd Annual Car & Boat Show

Location: Mary Lee Park

Attendance: 500

This Certificate is issued in respects to above referenced.

## CERTIFICATE HOLDER

## CANCELLATION

Joe's Bar & Grill/Bender Martin  
as Tenants/Users/Lessees

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Don'test P. Heard*

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## City of San Angelo – Special Event Application (ver. June 15, 2015)

Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least 30 days prior to the event for events not requesting City Support, at least 90 days for events requesting City Support.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Event Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                    |
| Event Name: <u>JOE'S BAR AND GRILL CAR SHOW</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| Event Date(s) and Hours: <u>OCT 20, 2018</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Event Purpose & Description: <u>FUND RAISER FOR LOCAL CHARITY</u>                                                                                                                                  |
| Event Location(s): <u>MARYLEE PARK</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |
| Attendance, Estimated Daily/Overall: <u>1,000 / 1,500</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                    |
| <b>Type of Event (Check one – see Special Events Policy for additional information)</b><br><input checked="" type="checkbox"/> Non-Profit Event <input type="checkbox"/> For-Profit Event                      * for private events contact Parks & Rec. Admin. at 325-657-4279 for reservations<br><input type="checkbox"/> City Operated/Sponsored Event <input type="checkbox"/> City Co-Sponsored Event<br><input type="checkbox"/> Political or Ballot Issue Event<br><input type="checkbox"/> Parade, Block Party, Road Run/Walk/Etc – Specify: _____<br><input type="checkbox"/> other (describe): _____ |                                                                                                                                                                                                    |
| <b>Event Sponsor Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                    |
| Legal Business Name: <u>JOE'S BAR + GRILL CAR CLUB</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |
| Address: <u>2705 SAN ANTONIO</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                    |
| Mailing Address: <u>SAME</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                    |
| Telephone: <u>(325) 656-7455</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Email Address: <u>BO MARTIN@WCC.NET</u>                                                                                                                                                            |
| Contact Name: <u>BENDER MARTIN</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Title: _____                                                                                                                                                                                       |
| Contact Number: <u>SAME</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Email Address: _____                                                                                                                                                                               |
| <b>Event Information (continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                    |
| Estimated date/time for set up: <u>OCT 20, 2018</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Describe set up and clean up procedures:<br><u>SETUP FRIDAY + CLEAN UP SAT AFTER EVENT</u><br><small>*Sponsoring organization may be required to supply a dumpster and portable restrooms.</small> |
| Estimated date/time for clean up: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                    |
| Will street closure and/or use be necessary? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    If yes, complete the street closure/use form.<br><u>If yes, show proposed road uses, emergency vehicle access, and barricade locations on your event map.</u><br><small>Note that the City of San Angelo does not have authority to close County and State roads.</small>                                                                                                                                                                                                                   |                                                                                                                                                                                                    |
| Describe crowd and parking control and security plans for this event: <i>Sponsors of an event must have certified police officers present, if required. This requirement, as well as the number of officers needed, will depend on the type of event (including activities), number of anticipated attendees at the event, whether or not alcohol will be consumed at the event, as well as other factors.</i><br><u>PARKING WILL BE ON GRASS + LAKE RANGES ARE ALWAYS AT PARK</u>                                                                                                                              |                                                                                                                                                                                                    |

Event Information (continued)

Will music be provided/included during the event? ☒ YES ☐ NO

Describe type of music proposed: ☐ Live ☐ Amplification ☐ Recorded ☒ Loudspeakers

Proposed time music will begin: 8:00 AM Proposed time music will end: 4:00 PM

Describe noise control:

Show proposed location of live band/disc jockey/loudspeakers/equipment on your attached event map

Do you plan to have special event signs and banners? ☒ YES ☐ NO Signs must conform to City Ordinances

Describe the general nature of signage used for the event: SPONSOR

Show locations for proposed placement of banners and signs on your attached event map.

Will the event have activities such as inflatables, amusement rides, climbing walls, live animals, etc?

☐ YES ☒ NO Only inflatable jump vendors who meet insurance requirements and have been pre-approved by the Parks & Recreation Department will be allowed to operate in the parks.

If yes, describe in detail the types of attractions and activities proposed:

Show locations for all proposed activities on your attached event map.

Will the event have food, beverage, or concessions? ☒ YES ☐ NO

See Section F of the Special Events Policy for health department approvals and temporary food license requirements.

Describe in detail the general nature and scope of food, beverage, and concessions vendors:

Food VENDOR'S ONLY WITH HEALTH PERMITS

Show locations for proposed placement of food, beverage, and concessions vendors on your attached event map.

Do you plan to have alcohol served at this event? ☐ YES ☒ NO

Public events which sell alcohol must use the services of the City's Concessionaire. The Parks & Recreation Staff can provide you with the contact information for the Concessionaire.

If alcohol is present at the event, describe measures to be taken to prohibit the sale and distribution of alcohol to minors:

Will the following be placed or located in the event area?

No stakes of any kind allowed on any walkway, roadway, or other hard surface.

| Item                                          | Quantity | Item                                                  | Quantity |
|-----------------------------------------------|----------|-------------------------------------------------------|----------|
| <input type="checkbox"/> Booths:              | _____    | <input checked="" type="checkbox"/> Tables:           | 4        |
| <input type="checkbox"/> Tents*:              | _____    | <input checked="" type="checkbox"/> Trash cans:       | 4        |
| <input type="checkbox"/> Awnings:             | _____    | <input checked="" type="checkbox"/> Portable Toilets: | 2        |
| <input checked="" type="checkbox"/> Canopies: | 3        | (may be required depending on event)                  |          |
| <input type="checkbox"/> Rides:               | _____    | <input type="checkbox"/> other (describe):            | _____    |

\* Tents that exceed 120 square feet of area will require special permit. Contact Permits Office at 657-4421/2.

You must attach a plan of the proposed event map and layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------|
| <b>Event Information (continued)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                                             |
| <b>Application Check List</b> (failure to provide necessary documentation will delay application review and approval)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |                                             |
| <p>I have attached the following items:</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Completed Application    <input checked="" type="checkbox"/> Application Non-Refundable Permit Fee of \$35.00 </div> <div> <input checked="" type="checkbox"/> Deposit (see policy) <span style="font-size: 1.5em; vertical-align: middle;">\$250<sup>00</sup></span> </div> </div> <p><input type="checkbox"/> Certificate of Insurance (10 business days prior to first day of event)    <input type="checkbox"/> Street use and/or closure permit (if required)</p> <p><input checked="" type="checkbox"/> Detailed Event Map (showing road uses, signage, vending, tent, and activity locations, etc. Maps can be found on Google earth or <a href="http://www.cosatx.us">www.cosatx.us</a>, look under DEPARTMENTS &amp; SERVICES &gt; GEOGRAPHICAL INFORMATION SYSTEMS &gt; Online mapping &gt; Launch interactive online map)</p> <p><input type="checkbox"/> Temporary Health Permit (if required)</p> <p style="background-color: #ffffcc; padding: 2px;">If any document is missing, please explain:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |                                             |
| <p><b>The applicant and sponsoring organization understands and agrees to:</b></p> <ul style="list-style-type: none"> <li>provide a certificate of insurance with all coverage deemed necessary for the event, name the City of San Angelo as an additional insured on all applicable policies, and submit the certificate to the City Risk Management Office no later than 10 business days prior to the event (contact the Risk Management Office at 325-657-4359);</li> <li>comply with all City and County ordinances and applicable state laws, comply with City policies, and acknowledge that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies; and</li> <li>promptly pay any billing for City services rendered or deemed necessary as part of the event and event approval.</li> </ul> <p>Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understand that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.</p> <p>Sponsors of events, in which food and/or beverage vendors will be present, must contact the City of San Angelo Health Department 90 days prior to of the event date. <b>Contact the City of San Angelo Health Department at 325-657-4493.</b></p> <p>As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.</p> |                               |                                             |
| <b>Applicant Signature:</b> <i>Bender Mart</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Date:</b> <i>3-19-2018</i> |                                             |
| <p>Complete and return this application to the City of San Angelo Parks and Recreation Department Office at 702 South Chadbourne St. at least 30 days prior to the event for events not requesting City Support or at least 90 days prior for events requesting City Support. Contact the Parks &amp; Recreation Department at 657-4279/4450 if you have any questions about this application, this policy, or your event.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                                             |
| <b>Final Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Date:</b>                  | <b>Application Receipt Date &amp; Time:</b> |







# 3RD ANNUAL JOE'S BAR & GRILL MOTOR SHOW



**AND SWAP MEET**

HOSTED BY JOE'S BAR & GRILL CAR GUY'S  
FMI: bpmartin@wcc.net & mikeking56@aol.com

**OCTOBER 20, 2018 | 8AM to 4PM**

**MARY LEE PARK @ LAKE NASWORTHY**

2145 MARY E LEE PARK ROAD | SAN ANGELO, TEXAS



**SPONSORED BY**

RESTORATION - REPAIR - FABRICATION  
❖ LONESTAR ❖ PERFORMANCE ❖  
WENDELL BOWIE & WALT LAWHON  
(325) 651-8850



**Benefitting:**



Concho Valley Home for Girls  
Children's Emergency Shelter

**SWAP MEET  
\$25 PER SPACE**

**FOOD & DRINKS AVAILABLE  
VENDORS ON SITE**

**50/50 JAR**

**ENTRY FEE \$25**  
\$10 FOR ADDITIONAL ENTRY  
**NO PRE-REGISTRATION**



**AWARDS FOR  
TOP 50  
ENTRIES**



**HOT WHEELS RACES**  
HOSTED BY SAN ANGELO  
DIE CAST COLLECTORS

**AWARDS AT 4PM**

**OPEN TO THE PUBLIC - NO ADMISSION FEE**





## Rios, Ida

---

**From:** Havlak, Roger  
**Sent:** Tuesday, March 20, 2018 10:37 AM  
**To:** Rios, Ida  
**Cc:** Alley, James; Hitchcock, Mike  
**Subject:** FW: Joe's Bar and Grill Car Show.pdf

Should not affect Parks but will affect Lake Ops.

Roger D. Havlak  
Parks Senior Manager  
City of San Angelo  
1022 Veteran's Memorial Drive (Physical)  
72 W. College Avenue (Mail)  
San Angelo, Texas 76903  
Cell: 325/234-0259  
Office: 325/659-8563  
Fax: 325/481-2712  
Email: [roger.havlak@cosatx.us](mailto:roger.havlak@cosatx.us)

**From:** Rios, Ida  
**Sent:** Tuesday, March 20, 2018 8:28 AM  
**To:** Casey, Brent <brent.casey@cosatx.us>; Martinez, Corina <corina.martinez@cosatx.us>; Davila, Lori <lori.davila@cosatx.us>; Havlak, Roger <roger.havlak@cosatx.us>; Kalnbach, Steve <steve.kalnbach@cosatx.us>; Kelton, Shane <Shane.Kelton@cosatx.us>; Loretta Doiel <lld8941@yahoo.com>; McCleery, Deborah <deborah.mccleery@cosatx.us>; Walker, Sidney <sidney.walker@cosatx.us>; Fincher, Tracy fw <tracy.finch@sanangelopolice.org>; Villarreal, Sandra <sandra.villarreal@cosatx.us>; White, Carl <Carl.White@cosatx.us>  
**Subject:** Joe's Bar and Grill Car Show.pdf

Please see the attached Special Event application for approval. Voting buttons are provided for your convenience. Please let me know if there are any issues with this event.

Thank you,

*Ida Rios*

Sr. Administrative Assistant  
Parks & Recreation  
702 S. Chadbourne St.  
San Angelo, TX 76903  
325-657-4279  
Fax: 659-1015  
[Ida.rios@cosatx.us](mailto:Ida.rios@cosatx.us)

## Rios, Ida

---

**From:** Villarreal, Sandra  
**Sent:** Tuesday, March 20, 2018 2:24 PM  
**To:** Rios, Ida; Casey, Brent; Martinez, Corina; Davila, Lori; Havlak, Roger; Kalnbach, Steve; Kelton, Shane; Loretta Doiel; McCleery, Deborah; Walker, Sidney; Fincher, Tracy fw; White, Carl  
**Subject:** RE: Joe's Bar and Grill Car Show.pdf

Only permitted food vendors per the applicant; anyone else trying to set up as food vendor must obtain temp health permit.

Thank you,

Sandra

---

**From:** Rios, Ida  
**Sent:** Tuesday, March 20, 2018 8:28 AM  
**To:** Casey, Brent <brent.casey@cosatx.us>; Martinez, Corina <corina.martinez@cosatx.us>; Davila, Lori <lori.davila@cosatx.us>; Havlak, Roger <roger.havlak@cosatx.us>; Kalnbach, Steve <steve.kalnbach@cosatx.us>; Kelton, Shane <Shane.Kelton@cosatx.us>; Loretta Doiel <lld8941@yahoo.com>; McCleery, Deborah <deborah.mccleery@cosatx.us>; Walker, Sidney <sidney.walker@cosatx.us>; Fincher, Tracy fw <tracy.finch@sanangelopolice.org>; Villarreal, Sandra <sandra.villarreal@cosatx.us>; White, Carl <Carl.White@cosatx.us>  
**Subject:** Joe's Bar and Grill Car Show.pdf

Please see the attached Special Event application for approval. Voting buttons are provided for your convenience. Please let me know if there are any issues with this event.

Thank you,

*Ida Rios*

Sr. Administrative Assistant  
Parks & Recreation  
702 S. Chadbourne St.  
San Angelo, TX 76903  
325-657-4279  
Fax: 659-1015  
[Ida.rios@cosatx.us](mailto:Ida.rios@cosatx.us)

**Rios, Ida**

---

**From:** White, Carl  
**Sent:** Tuesday, March 20, 2018 12:12 PM  
**To:** Rios, Ida  
**Subject:** Approve: Joe's Bar and Grill Car Show.pdf

We haven't had any issues with this event, have we?  
I don't recall hearing any.

**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING APPLICANT, BENDER MARTIN, TO HOLD A SPECIAL EVENT KNOWN AS “JOE’S BAR AND GRILL CAR SHOW” AND GRANTING VARIANCES FROM CITY ORDINANCES.**

**WHEREAS**, the City Council for the City of San Angelo has approved a Special Event Application process through which individuals or groups may seek authorization to hold special events on public property; and,

**WHEREAS**, Chapter 9, Article 9.02.009 of the Code of Ordinances for the City of San Angelo provides that the City Council may authorize temporary variances from the prohibitions and requirements of City ordinances for such events; and,

**WHEREAS**, Bender Martin has requested for “JOE’S BAR AND GRILL CAR SHOW” to take place at Mary Lee Park; and,

**WHEREAS**, the City Council has taken into account the proximity of the event to residential areas; the probability of the event causing undue disturbance to users of the city property; the ability of the organizers to ensure the safety of participants and observers; and the effect on public safety of the granting of variances for the event.

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

**Part 1:** Bender Martin (hereinafter Applicant), is hereby authorized to hold a special event in Mary Lee Park, known as “JOE’S BAR AND GRILL CARSHOW”. The event, including set up and clean up, will take place from 12:00 PM Friday, October 19, 2018 through 8:00 PM October 20, 2018.

**Part 2:** The event may include those activities as described on that certain “City of San Angelo-Special Event Application” and attachments thereto (hereinafter collectively referred to as “Application”) submitted by Applicant, a copy of which is attached to this Resolution as **Exhibit A**, and made a part hereof for all purposes.

**Part 3:** The variance referred to in the Application relating to Section 8.01.005 “Noises prohibited” of the City Code of Ordinances, is hereby granted from 8:00 AM through 4:00 PM on October 20, 2018.

**Part 4:** A variance related to Section 9.02.005(5) (leaving movable structures or special vehicles in the park) for the event is hereby granted from 12:00 PM Friday, October 19, 2018 through 8:00 PM October 20, 2018.

**Part 5:** A variance related to Section 9.02.005(2) (setting a priority on use of fireplaces, picnic tables and benches other than first come first serve) for the event is hereby granted from 12:00 PM Friday, October 19, 2018 through 8:00 PM October 20, 2018.

**Part 6:** A variance related to Section 9.02.004(5) (driving and parking on area other than paved park roads or parking areas) for the event is hereby granted from 12:00 PM Friday, October 19, 2018 through 8:00 PM October 20, 2018.

**Part 7:** A variance related to Section A2.008 (tent permit fees) for the event is hereby granted from 12:00 PM Friday, October 19, 2018 through 8:00 PM October 20, 2018.

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ATTEST:

CITY OF SAN ANGELO, TEXAS

\_\_\_\_\_  
Bryan Kendrick, City Clerk

\_\_\_\_\_  
Brenda Gunter, Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
Theresa James, City Attorney



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Consider a resolution approving a first amendment to the Santa Fe Municipal Golf Course Services Agreement that outlines obligations of Two Pro Management to the City and authorizing the City Manager to negotiate and execute all related documents (Carl White)

## **Summary/History:**

On June 5, 2018, Two Pro Club Management submitted a letter to the City stating loss of revenue due to the new sewer line installation project. In the letter, they asked if the budgeted water credits in the services agreement could be applied to reimbursements owed the City for water utilities. In researching this matter, staff determined that \$40,313.66 was due to the City, at the time, for water usage at the course. Two Pro worked with staff the following months to develop a plan to pay back the City the amount owed for water usage at the course. That plan is what is this first amendment.

In short, the plan applies \$10,000 of budgeted funds set aside for this agreement for water credits as credit towards water utility reimbursements, applies credits in the amount of \$6,877.06 for unforeseeable loss of revenue, claimed to have occurred in part due to the City's performance of utility construction work on the golf course, applies the fourth quarter Management Fee due under the agreement on September 30, 2018, in the sum of \$18,750, as a credit against the reimbursements owed. Finally, it requires a payment of \$14,686 by Two Pro to the City to zero out the reimbursements owed for water usage at the course.

In addition, the 4 Santa Fe Golf Course water meters are no longer billed to the City; they are now billed directly to Two Pro Management. The City will no longer be holding a reimbursement account for water utilities with Two Pro Management.

## **Financial Impact:**

The fiscal impact of this item will be to rectify financial obligations due to the City related to payments for water utilities. See the attached proposed first amendment for details.

## **Other Information/Recommendation:**

Staff recommends approval.

## **Attachments:**

- |    |                                      |                                           |
|----|--------------------------------------|-------------------------------------------|
| 1. | 18-703-1_PK_TWO_PRO_FIRST_AMEND_K    | 18-703-1_PK_TWO_PRO_FIRST_AMEND_K.docx    |
| 2. | 18-703-1_PK_TWO_PRO_FIRST_AMEND_RESO | 18-703-1_PK_TWO_PRO_FIRST_AMEND_RESO.docx |

## **Presentation:**

**Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Carl White     | Created/Initiated |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |

**FIRST AMENDMENT TO CITY OF SAN ANGELO**  
**SANTA FE MUNICIPAL GOLF COURSE SERVICES AGREEMENT**

This First Amendment to City of San Angelo SANTA FE MUNICIPAL GOLF COURSE SERVICES AGREEMENT (hereinafter "Agreement") by and between the CITY OF SAN ANGELO, Texas, a home rule municipal corporation (CITY) and TWO PRO CLUB MANAGEMENT, LLC, a Texas limited liability company (hereinafter "TWO PRO") is entered into by duly authorized representatives of each of the parties, effective from and after October 16, 2018 (Effective Date).

WHEREAS, the parties entered into the Agreement, effective January 19, 2016, for a term expiring on September 30, 2020; and,

WHEREAS, the Agreement provides for an annual Management Fee of \$75,000, payable to TWO PRO in quarterly installments of \$18,750 each; and,

WHEREAS, the Agreement provides that TWO PRO pay CITY annually on October 31<sup>st</sup> of each year, 50% of Gross Revenues that exceed \$115,000, as "Gross Revenues" are defined therein; and,

WHEREAS, maintenance and operating costs and personnel are to be paid out of Gross Revenues; and,

WHEREAS, CITY may allocate up to \$2,500 as Water Contingency Funds based on drought stage and lower than average rainfall, per quarter, as provided in the Agreement, which allocation may be utilized as credits to TWO PRO for water utility charges for such quarters, as more specifically provided in the Agreement; and,

WHEREAS, TWO PRO has proposed application of credits from Water Contingency Funds or other assistance from CITY due to substantial reduction in revenues over the last year along with other maintenance factors, such as an aging irrigation system in need of repair; and,

WHEREAS, the parties would like to agree upon the status of current financial obligations of one party to another under the Agreement and to resolve any differences in interpretation of the terms of the Agreement; and,

WHEREAS, the on October 16, 2018, the City Council for the City of San Angelo approved this First Amendment to the Agreement and authorized the City Manager to execute the First Amendment on behalf of the City;

NOW THEREFORE, in consideration of the premises, and of the mutual promises, covenants, and agreements of the Parties herein set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and are adopted by the parties as part of this First Amendment to the Agreement.
2. This First Amendment to the Agreement shall be effective from and after October 16, 2018.
3. The parties stipulate and agree that on the Effective Date of this First Amendment to the Agreement, CITY is current on CITY's obligations under the Agreement and that TWO PRO owes CITY as accrued debt under the Agreement the sum of \$40,313.66, which shall be payable as follows:

a. On the Effective Date of this First Amendment to the Agreement, TWO PRO SHALL pay to CITY the sum of \$4,686.60.

b. On the Effective Date of this First Amendment to the Agreement CITY shall credit from Water Contingency Funds under the Agreement the sum of \$10,000 against the aforesaid debt of TWO PRO.

c. On the Effective Date of this First Amendment to the Agreement CITY shall credit the sum of \$6,877.06, against the aforesaid debt of TWO PRO under the Agreement for unforeseeable loss of revenue, claimed to have occurred in part due to CITY's performance of utility construction work on the golf course.

d. CITY's fourth quarter Management Fee due under the Agreement on September 30, 2018, in the sum of \$18,750, shall be made in the form of a credit against the said agreed upon debt of TWO PRO to CITY accrued under the Agreement.

4. All provisions of the Agreement not amended by this First Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives on the dates indicated.

CITY OF SAN ANGELO, TEXAS

By: \_\_\_\_\_  
Daniel Valenzuela, CITY Manager

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, CITY Clerk  
Date: \_\_\_\_\_, 2018

TWO PRO CLUB MANAGEMENT, LLC.

BY: \_\_\_\_\_  
David B. Fluitt, Managing Member

BY: \_\_\_\_\_  
Steven A. McNabb, Managing Member

EMAIL \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_, 2018

DATE: \_\_\_\_\_, 2018

APPROVED AS TO FORM

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney

DATE: \_\_\_\_\_

APPROVED AS TO CONTENT

\_\_\_\_\_  
Carl White, Director of Parks and  
Recreation

DATE: \_\_\_\_\_





**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST  
AMENDMENT TO SANTA FE MUNICIPAL GOLF COURSE SERVICES  
AGREEMENT WITH TWO PRO CLUB MANAGEMENT, LLC**

WHEREAS, the parties entered into a Services Agreement, effective January 19, 2016, for a term expiring on September 30, 2020; and,

WHEREAS, the Agreement provides for an annual Management Fee of \$75,000, payable to TWO PRO in quarterly installments of \$18,750 each; and,

WHEREAS, the Agreement provides that TWO PRO pay CITY annually on October 31<sup>st</sup> of each year, 50% of Gross Revenues that exceed \$115,000, as "Gross Revenues" are defined therein; and,

WHEREAS, maintenance and operating costs and personnel are to be paid out of Gross Revenues; and,

WHEREAS, CITY may allocate up to \$2,500 as Water Contingency Funds based on drought stage and lower than average rainfall, per quarter, as provided in the Agreement, which allocation may be utilized as credits to TWO PRO for water utility charges for such quarters, as more specifically provided in the Agreement; and,

WHEREAS, TWO PRO has proposed application of credits from Water Contingency Funds or other assistance from CITY due to substantial reduction in revenues over the last year along with other maintenance factors, such as an aging irrigation system in need of repair; and,

WHEREAS, the parties would like to agree upon the status of current financial obligations of one party to another under the Agreement and to resolve any differences in interpretation of the terms of the Agreement; and,

WHEREAS, terms of the First Amendment providing for payment of sums due under the Services Agreement will be beneficial to the City of San Angelo:

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

The City Manager or his designee is hereby authorized to negotiate and execute a First Amendment to the SANTA FE MUNICIPAL GOLF COURSE SERVICES AGREEMENT with TWO PRO CLUB MANAGEMENT, LLC, providing for payment of sums due under the agreement, in substantially the attached form.

PASSED and APPROVED THIS 16th DAY OF October, 2018.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Carl White, Director of Parks and Recreation

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Kimberly Holle, Budget Coordinator, Budget, 325-657-6291

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Second reading and adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 for capital items, grants, and reimbursed expenses (Tina Dierschke)

## **Summary/History:**

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

- Capital items from fiscal year 2018 Sales Tax surplus
- Middle Concho Project Grant
- Uncompensated Care Cost Reimbursement
- Fire Exhaust Grant
- Staffing for Adequate Fire and Emergency Response (SAFER) Grant

## **Financial Impact:**

See Exhibit A of the ordinance.

## **Other Information/Recommendation:**

Staff recommends approval.

## **Attachments:**

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| 1. Presentation                   | 10.2.18 FIN Budget Amendment.pptx |
| 2. Ordinance 10.16.18             | Ordinance 10.16.18.docx           |
| 3. 10.2.18 Budget Amendment Memos | 10.2.18 BA Memos ALL.pdf          |

## **Presentation:**

Tina Dierschke

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Kimberly Holle | Created/Initiated |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |



# City Council

October 2, 2018





# Budget Amendment

|                                | Revenue | Expense   |
|--------------------------------|---------|-----------|
| Animal Shelter Improvements    |         | \$200,000 |
| Traffic Signal Battery Back-up |         | \$200,000 |
| Parks Tree Irrigation          |         | \$120,300 |
| Station 618 Parking Lot        |         | \$200,000 |
| Departmental FY18 Savings      |         | \$12,455  |
| River Bank Stabilization       |         | \$60,000  |
| Fort Concho Improvements       |         | \$161,170 |



# Budget Amendment

|                              | Revenue   | Expense   |
|------------------------------|-----------|-----------|
| Texas Parks & Wildlife Grant | \$146,250 |           |
| Local Match                  | \$48,750  |           |
| Original Local Match         | \$117,750 |           |
| Middle Concho Project        |           | \$312,750 |



# Budget Amendment

|                                       | Revenue   | Expense   |
|---------------------------------------|-----------|-----------|
| Uncompensated Care Cost Reimbursement | \$549,486 |           |
| Peak Hours Ambulance                  |           | \$258,804 |
| Contract Services                     |           | \$32,969  |
| New Ambulance                         |           | \$257,713 |



# Budget Amendment

|                      | Revenue   | Expense   |
|----------------------|-----------|-----------|
| Fire Exhaust Grant   | \$231,810 |           |
| Local Match          | \$23,181  |           |
| Fire Exhaust Project |           | \$254,991 |



# Budget Amendment

|                     | Revenue   | Expense   |
|---------------------|-----------|-----------|
| SAFER Grant Revenue | \$444,402 |           |
| Local Match         | \$148,134 |           |
| Fire Salaries       |           | \$592,536 |







# City Council

October 2, 2018



**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING  
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER  
1, 2018, AND ENDING SEPTEMBER 30, 2019, FOR CAPITAL  
ITEMS, GRANTS, AND REIMBURSED EXPENSES.**

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 2018-2019 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 2<sup>th</sup> day of October, 2018, and APPROVED and ADOPTED on this 16<sup>th</sup> day of October.

ATTEST:

CITY OF SAN ANGELO, TEXAS

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Bryan Kendrick, City Clerk

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Brenda Gunter, Mayor

Approved as to Content and Form:

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Tina Dierschke, Finance Director

**City of San Angelo  
Proposed Budget Amendment  
Exhibit A**

| <b>Fund</b>                           | <b>Total Revenue<br/>Amendment</b> | <b>Total Expense<br/>Amendment</b> | <b>Net Benefit/(Cost)</b> |
|---------------------------------------|------------------------------------|------------------------------------|---------------------------|
| General Fund                          | \$549,486                          | \$1,552,161                        | \$(1,002,675)             |
| Intergovernmental Fund                | \$1,160,277                        | \$1,160,277                        | \$-                       |
| Water Fund                            | \$-                                | \$-                                | \$-                       |
| Fort Concho Fund                      | \$161,170                          | \$161,170                          | \$-                       |
| General Equipment<br>Replacement Fund | \$257,713                          | \$257,713                          | \$-                       |
| General Capital Fund                  | \$532,755                          | \$532,755                          | \$-                       |
|                                       | \$2,661,401                        | \$3,664,076                        | \$(1,002,675)             |

**City of San Angelo**  
**Proposed Budget Amendment**  
**Additional Information**

| <b>Project/Need</b>                                           | <b>Source of Funding</b>                 | <b>Revenue</b> | <b>Expense</b> | <b>Net Benefit/(Cost)</b> |
|---------------------------------------------------------------|------------------------------------------|----------------|----------------|---------------------------|
| Capital Items                                                 | Fund Balance                             | \$693,925      | \$1,647,850    | \$(953,925)               |
| Middle Concho Project                                         | Grant / Fund Balance /<br>Water Fund     | \$312,750      | \$361,500      | \$(48,750)                |
| Peak Hours Ambulance /<br>Ambulance<br>Replacement            | Uncompensated Care Cost<br>Reimbursement | \$807,199      | \$807,199      | \$-                       |
| Fire Exhaust Grant                                            | Grant / General Capital<br>Project Fund  | \$254,991      | \$254,991      | \$-                       |
| Staffing for Adequate<br>Fire and Emergency<br>Response Grant | Grant / General Fund                     | \$592,536      | \$592,536      | \$-                       |
|                                                               |                                          | \$2,661,401    | \$3,664,076    | \$-                       |

# Memo

**To:** Tina Dierschke, Finance Director  
**From:** Kimberly Holle, Budget Manager  
**Date:** 10/02/18  
**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Capital improvements as discussed with council on September 18, 2018.

Source of Funding:

Fund Balance (\$941,170 from fiscal year 2018 Sales Tax Surplus and \$12,455 from Parks departmental savings in fiscal year 2018)

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

Yes, City Council on 09/18/18.

| Project/Budget to be amended   | Current Budget | Proposed Change | Proposed Revised Budget |
|--------------------------------|----------------|-----------------|-------------------------|
| Animal Services                | 0              | 200,000         | 200,000                 |
| Traffic Signal Battery Back-up | 0              | 200,000         | 200,000                 |
| Tree Irrigation                | 0              | 120,300         | 120,300                 |
| Station 618 Parking Lot        | 0              | 200,000         | 200,000                 |
| Departmental FY18 Savings      | 0              | 12,455          | 12,455                  |
| River Bank Stabilization       | 0              | 60,000          | 60,000                  |
| Fort Concho Improvements       | 0              | 161,170         | 161,170                 |

Additional Comments:



# Memo

**To:** Tina Dierschke, Finance Director  
**From:** Carl White, Director of Parks & Recreation  
**Date:** 10/02/18  
**Re:** Budget Amendment Request

Purpose of Budget Amendment Request:

To budget for grant, local match, and project expenses for Middle Concho Park Boat Ramp, and transfer the original local match from Water Fund to Grant Fund



Source of Funding:

Texas Parks & Wildlife additional grant award of \$146,250 and the local match of \$48,750 is from Fiscal Year 2018 departmental savings. \$117,750 transfer from Water Fund to Grant Fund.

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

Approved by City Council on September 18, 2018.

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|------------------------------|----------------|-----------------|-------------------------|
| Revenue:                     |                |                 | 0                       |
| Grant                        | 353,250        | 146,250         | 499,500                 |
| Local Match                  | 0              | 48,750          | 48,750                  |
| Original Local Match         | 0              | 117,750         | 117,750                 |
| Expense:                     |                |                 | 0                       |
| Project                      | 353,250        | 312,750         | 666,000                 |

Additional Comments:

# Memo

**To:** Tina Dierschke, Finance Director

**From:** Brian Dunn, Fire Chief

**Date:** 09/21/18

**Re:** Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for reimbursement to cover cost of the peak hours ambulance, contract services, and a new ambulance and equipment.

Source of Funding:

Uncompensated Care Cost Reimbursement

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

Peak hours ambulance was discussed at the General Fund Budget Workshop on August 28, 2018.

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|------------------------------|----------------|-----------------|-------------------------|
| Revenue: Reimbursement       | 0              | 549,486         | 549,486                 |
| Expenses:                    |                |                 | 0                       |
| Peak Hours Ambulance         | 0              | 258,804         | 258,804                 |
| Contract Services            | 395,000        | 32,969          | 427,969                 |
| New Ambulance                | 0              | 257,713         | 257,713                 |
|                              |                |                 | 0                       |

Additional Comments:

# Memo

**To:** Tina Dierschke, Finance Director

**From:** Brian Dunn, Fire Chief

**Date:** 09/21/18

**Re:** Budget Amendment Request

---

Purpose of Budget Amendment Request:

Funding for diesel exhaust system for station 1, 2,3, 6, and 8. This system will remove the exhausts from the vehicles to the exterior of the building.

Source of Funding:

\$231,810 will come from federal AFG grant

\$23,181 is the local match from our General Capital Project Fund.

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

The grant was accepted by City Council on 9-18-2018

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|------------------------------|----------------|-----------------|-------------------------|
| Grant Revenue                | 0              | 231,810         | 231,810                 |
| Local Match                  | 0              | 23,181          | 23,181                  |
|                              |                |                 | 0                       |
| Project Expenses             | 0              | 254,991         | 254,991                 |
|                              |                |                 | 0                       |
|                              |                |                 | 0                       |

Additional Comments:

# Memo

**To:** Tina Dierschke, Finance Director

**From:** Brian Dunn, Fire Chief

**Date:** 10/02/18

**Re:** Budget Amendment Request

Purpose of Budget Amendment Request:

To budget for Staffing for Adequate Fire and Emergency Response (SAFER) Grant for an additional 8 firefighters.

Source of Funding:

75% Federal Staffing for Adequate Fire and Emergency Response Grant Funded  
25% Local match funded using departmental salary savings

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

| Project/Budget to be amended | Current Budget | Proposed Change | Proposed Revised Budget |
|------------------------------|----------------|-----------------|-------------------------|
| Revenue:                     |                |                 | 0                       |
| Grant                        |                | 444,402         | 444,402                 |
| Local Match                  |                | 148,134         | 148,134                 |
|                              |                |                 | 0                       |
| Expense:                     |                |                 | 0                       |
| Fire Salaries                |                | 592,536         | 592,536                 |

Additional Comments:

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Alfonso Torres, Building Official, Building Permits & Inspections, 325-657-4210 ext 138

Meeting Date: October 16, 2018

Item type: Consent Item

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## **Caption:**

Second reading and public hearing of an Ordinance amending Chapter 4, Article 4.03, to amend sections 4.03.032 and 4.03.033; and Chapter 4, Article 4.04, to adopt the 2015 editions of the International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, and the 2014 National Electric Code (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 Construction Manager 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 Residential Code with amendments shown be adopted.

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |                                                        |                                                         |
|--------------------------------------------------------|---------------------------------------------------------|
| 1. Ins_2015_Code_Adoptions_Rev_100818 (FINAL)          | Ins_2015_Code_Adoptions_Rev_100818 (FINAL).docx         |
| 2. Summary of Amendments                               | Summary of Amendments.pdf                               |
| 3. 2015 International Plumbing Code Summary of Changes | 2015 International Plumbing Code Summary of Changes.pdf |
| 4. NEC 2011 Summary of Changes                         | NEC 2011 Summary of Changes.pdf                         |
| 5. NEC 2014 Summary of Changes                         | NEC 2014 Summary of Changes.pdf                         |
| 6. Significant Changes 2012 IECC Commercial            | Significant Changes 2012 IECC Commercial.pdf            |
| 7. Significant Changes 2012 IRC Chapter 11             | Significant Changes 2012 IRC Chapter 11.pdf             |
| 8. Significant Changes 2012 IRC                        | Significant Changes 2012 IRC.pdf                        |
| 9. Significant Changes 2015 IECC Commercial            | Significant Changes 2015 IECC Commercial.pdf            |
| 10. Significant Changes 2015 IRC Chapter 11            | Significant Changes 2015 IRC Chapter 11.pdf             |
| 11. Significant Changes 2015 IRC                       | Significant Changes 2015 IRC.pdf                        |
| 12. Summary of Amendments                              | Summary of Amendments.pdf                               |



- |     |                                                       |                                                           |
|-----|-------------------------------------------------------|-----------------------------------------------------------|
| 13. | 2012 International Mechanical Code Summary of Changes | 2012 International Mechanical Code Summary of Changes.pdf |
| 14. | 2012 International Plumbing Code Summary of Changes   | 2012 International Plumbing Code Summary of Changes.pdf   |
| 15. | 2015 International Mechanical Code Summary of Changes | 2015 International Mechanical Code Summary of Changes.pdf |

**Presentation:**

**Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Alfonso Torres | Created/Initiated |
| Jon James      | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Candice Blake  | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY AMENDING CHAPTER 4 “BUILDING AND CONSTRUCTION”, ARTICLE 4.03 “CONTRACTORS”, DIVISION 2. “REGISTRATION”, SECTION 4.03.032 “OCCUPATIONS INCLUDED” AND SECTION 4.03.033 “OCCUPATIONS EXCLUDED”; AND BY DELETING AND REPLACING CHAPTER 4 “BUILDING AND CONSTRUCTION”, ARTICLE 4.04 “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS”, TO ADOPT THE 2015 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL EXISTING BUILDING CODE, AND THE 2014 EDITION OF THE NATIONAL ELECTRIC CODE; AND, PROVIDING FOR SEVERABILITY, 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**, such model codes are updated from time-to-time and the City Council desires to adopt the 2015 editions of the International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, and the 2014 edition of the National Electric Code; and

**WHEREAS**, the City Council further desires to adopt local amendments to such model codes and to amend the San Angelo Code of Ordinances accordingly.

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

Section 1) THAT, the Code of Ordinances of the City of San Angelo, Texas, Chapter 4 “Building and Construction, Article 4.03 “Contractors”, Division 2. “Registration”, Section 4.03.032 Occupations included” and Section 4.03.033 “Occupations excluded” are hereby amended to read as follows:

**Sec. 4.03.032 Occupations included**

Those persons required to register include but are not limited to the following: general contractors, building contractors, electrical contractors, plumbing contractors, mechanical

contractors, building maintenance personnel, roofing contractors, fence contractors, sign contractors, water treatment installers, movers and irrigation contractors.

**Sec. 4.03.033 Occupations excluded**

**(a)** Pursuant to Section 1301.551 of the Texas Occupations Code, municipalities and other political subdivisions which require persons to register before performing plumbing work may not require a person to pay a plumbing registration fee or administrative fee. The plumbing contractor must register electronically or in person. Plumbing contractors must still register per this article but will not be required to pay a registration or administrative fee as outlined in appendix A of this code.

**(b)** Pursuant to Section 1305.201 of the Texas Occupations Code, municipalities and other political subdivisions which require persons to register before performing electrical work may not require a person to pay an electrical registration fee or administrative fee. The electrical contractor must register electronically or in person. Electrical contractors must still register per this article but will not be required to pay a registration or administrative fee as outlined in appendix A of this code.

Section 2) THAT, the Code of Ordinances of the City of San Angelo, Texas, Chapter 4 “Building and Construction”, Article 4.04 “Technical and Construction Codes and Standards, is hereby deleted and replaced as follows:

**ARTICLE 4.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

**Division 1. Generally**

**Sec. 4.04.001 Conflicting provisions**

The local amendments to the codes adopted within this chapter shall prevail over any conflicting provisions of such codes.

**Sec. 4.04.002 Definitions**

In the adopted codes:

- (1) Jurisdiction shall mean the City of San Angelo, Texas;
- (2) References to a fee schedule shall mean appendix A of the Code of Ordinances of the city.

**Sec. 4.04.003 Penalty**

Violation of any provision of the adopted codes as amended is a class C misdemeanor offense punishable by fine only as established in section 1.01.009 of the Code of Ordinances of the city, and shall be read as if revised therein. Additional technical revisions of the adopted codes may be found within the sections applicable to each code.

**Secs. 4.04.004–4.04.030    Reserved**

**Division 2. Building\***

**Part I. In General**

**Sec. 4.04.031    Building official**

The administrator of the inspections and permits department is the designated building official of the city.

**Sec. 4.04.032    Building numbering**

(a)    Owner or occupant to number buildings.

(1)    Placement of number. The owner or occupant of each building in the city shall place and maintain on the building an official building number in a conspicuous place that can be clearly seen from the public street. This requirement does not apply to accessory buildings. The number must be in place prior to final inspection.

(2)    Official numbering plan to be followed. Buildings must be numbered in compliance with this section and in accordance with the plan delineating and prescribing the method of numbering buildings that is on file in the inspections and permits office of the city.

(3)    Designation of number. The inspections and permits department shall designate the official number that is to be placed on each building. A person may request an official number designation by submitting a legal description of the property to this department.

(b)    Specifications for numbers. An official building number, placed pursuant to this section, must be at least four inches (4") high and one-half inch (0.5") wide in the thickness of stroke, composed of a durable material and of a color which provides a contrast to the background.

(c)    Odd and even numbers.

(1)    Odd numbers shall be assigned to the south side and even numbers assigned to the north side of streets and public accesses running east and west or substantially in that direction. Odd numbers shall be assigned to the west side and even numbers assigned to the east side of streets and public accesses running north and south or substantially in that direction.

(2)    When a street shall substantially change direction, yet retain one name, the numbering of buildings shall follow the pattern established at the beginning of the street, the beginning being that point where the building with the lowest numbers are located.

(d)    Basic units of space for numbering. The basic unit of space for numbering along public streets and public accesses is twenty-five feet (25'). However, in shopping centers, townhouse

areas, apartment areas and other building complexes where the inspections and permits department determines that the twenty-five foot (25') unit is not adequate, it may assign a basic unit of ten feet (10').

(e) Numbering within building complexes.

(1) A building complex composed of multiple structures must have an official number assigned to each building. Each unit within each building must also be assigned an official number. If there is sufficient street frontage, each unit or building may be assigned an official street address number. The official number must be prominently posted on the building so that it is visible, where possible, from the nearest vehicular access. The official number for each unit must be conspicuously posted on the unit.

(2) If a building is situated within a complex in such a way that it is not visible from a vehicular access, the owner shall post and maintain directional signs along the nearest vehicular access indicating the location of the building and unit numbers.

(f) Directional signs within building complexes.

(1) In a building complex composed of multiple structures that contains internal vehicular accesses, if each official building number is not discernible from the public street, the owner of the building complex shall post directional signs at each entrance to the complex and at each intersection of vehicular accesses, other than public streets, within the complex.

(2) For the purpose of this section, an entrance to a complex is a point at which vehicular access to the complex, other than a public street, intersects with a public street.

(3) The directional signs must indicate the direction to buildings and units by number, must be legible from the vehicular access, and must be of a color that is in contrast to the background.

(g) Diagram of mall areas. The owner of a building complex that contains a mall area shall submit to the police and fire departments a diagram of the complex indicating the location of each business. When a change in a business location is made, the owner shall advise the police and fire departments in writing of the change.

**Sec. 4.04.033 Wood shingles and shakes**

(a) Untreated wood shingles and shakes are prohibited as a roof and/or wall covering. Treated wood shingles and shakes are allowed and are defined as those wood shingles and shakes that are factory impregnated by a UL or other nationally recognized testing agency approved method for rendering such shingles and shakes fire retardant. In addition, such treated shingles and shakes shall carry at least a class C roof covering rating, and shall be installed on a solid deck, in accordance with the building code.

(b) Roofs existing at the effective date of this section may be repaired with a roof covering of the same type as the original roof, provided that such repair does not exceed fifty (50) percent of the surface area of the roof, and does not result in an increase in the total surface area of the



roof. Repairs shall not exceed fifty (50) percent of the roof surface area within any twelve (12) month period unless class C or better roof covering is utilized.

#### **Sec. 4.04.034 House or building moving**

The owner of any house, building or structure proposed to be moved shall make all necessary improvements required in order for said house, building or structure to comply with the requirements of this code within 90 days from the date of the issuance of the moving permit. Extensions of such time as deemed reasonable may be granted by the building official upon a showing of delay caused by matters beyond the control of the owner or house mover. The owner or house mover shall file with the building official a written request for such an extension. The inspections and permits department shall inspect the house, building or structure which is the subject of the permit to determine the cause of delay. After inspection, the inspections and permits department shall submit its findings to the building official. The building official may, as it determines appropriate, extend the time period of the original permit or deny any extensions. The application for the moving permit shall be accompanied by an application for a building permit, accompanied by complete plans and specifications showing the changes or conditions of said house, building or structure as the same is proposed to be when moving, and all contemplated improvements, signed by the owner or the owner's agent.

#### **Sec. 4.04.035 Concrete slab and foundation construction**

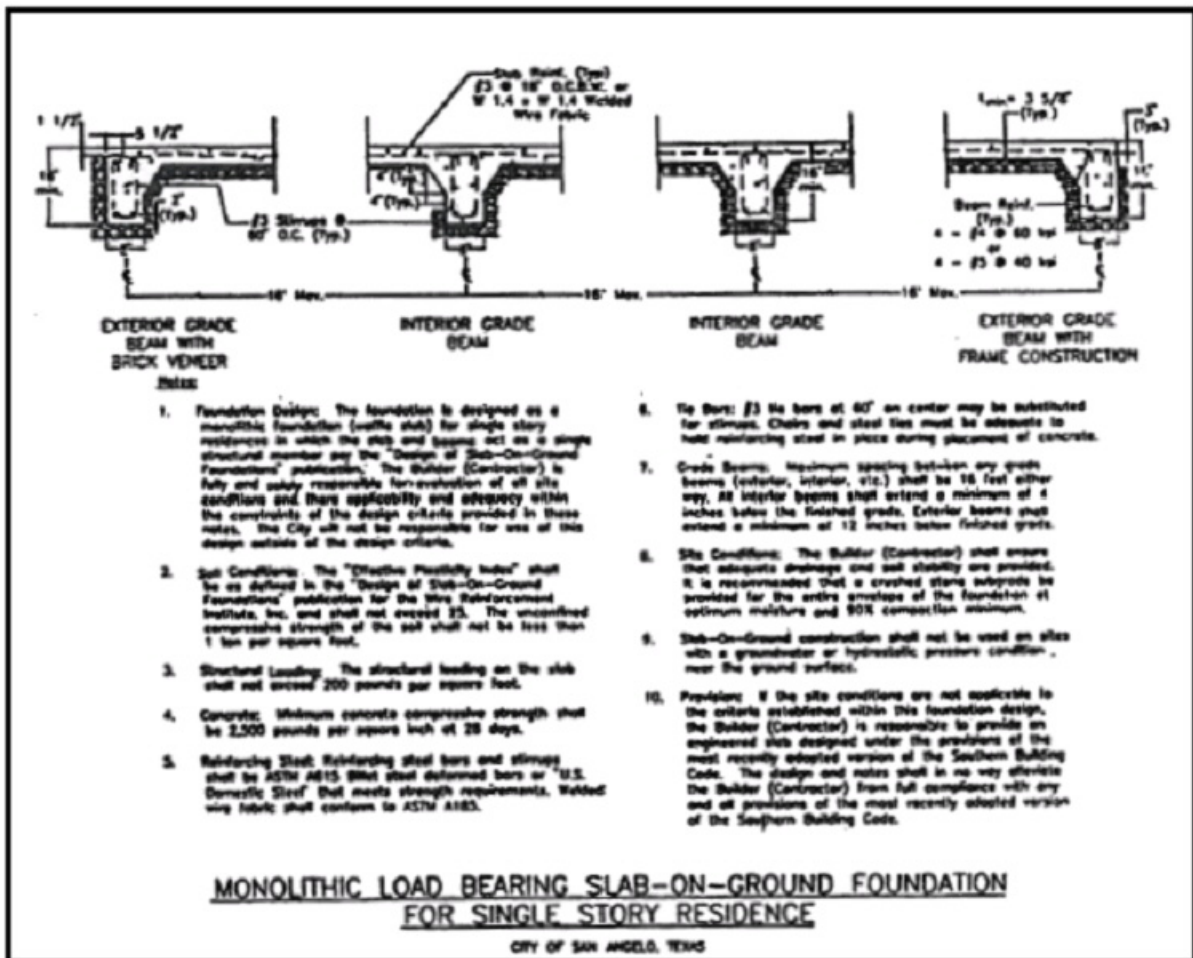
- (a) The purpose of this section is to provide concrete slab and foundation specifications for typical residential construction.
- (b) When slab-on-ground construction is proposed, the site shall be suitable for such purposes. Slab-on-ground construction shall not be used on sites with a groundwater or hydrostatic pressure condition near the ground surface.
- (c) The minimum slab and foundation requirements and specifications shall be as pictured in exhibits 1 and 2, which are incorporated herein for all purposes.
- (d) Prior to a foundation being poured, rectilinear lots shall be staked out according to the property pins, with a string pulled delineating where the property line is. For curved lots, the "survey table for curved lots" of this section shall be used to determine if a survey, showing the proposed foundation, shall be submitted to the building official, or his designee. Alternatively, a licensed surveyor or engineer may certify that the foundation is located outside of the required setbacks on a form provided by the city that must be signed/sealed.

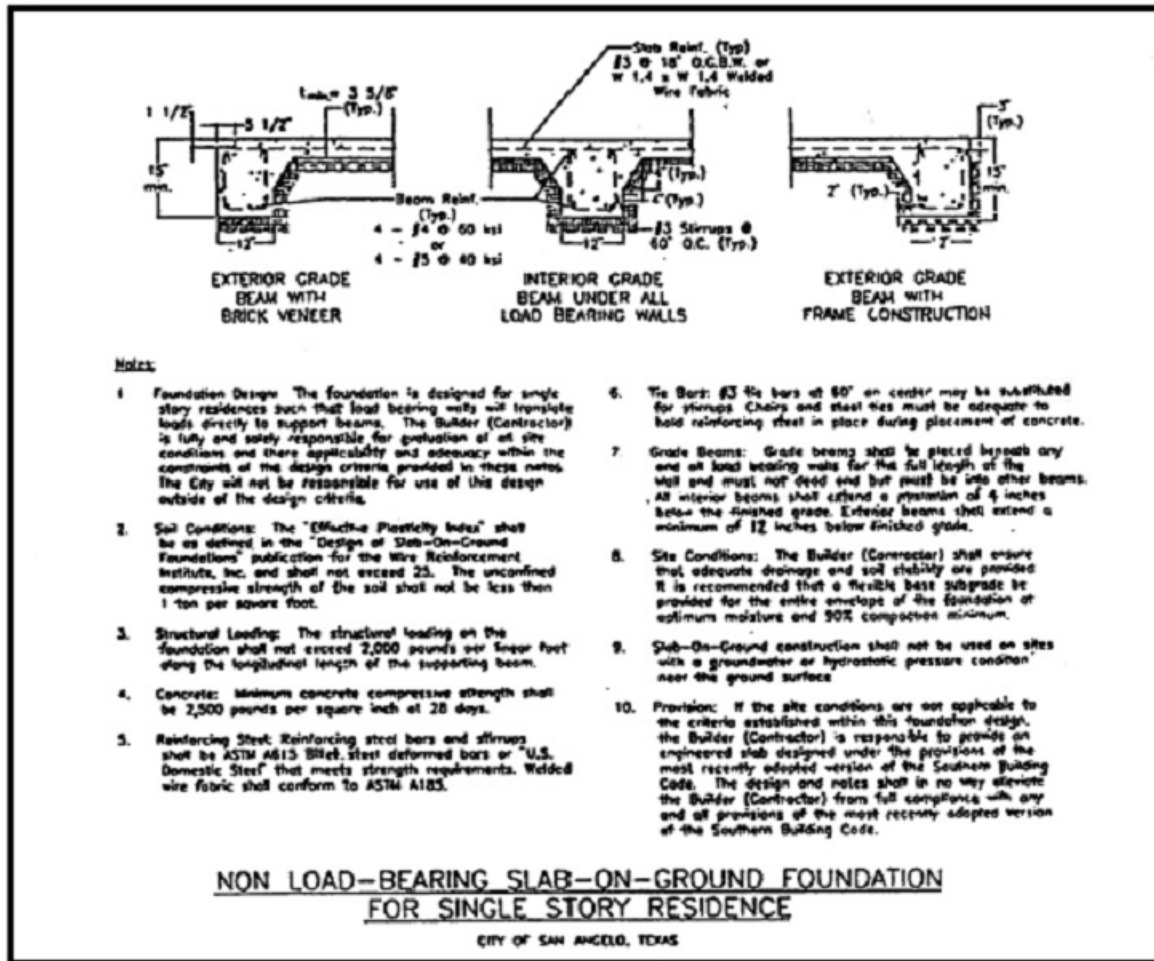
#### **SURVEY TABLE FOR CURVED LOTS**

|           |     | curve radius |      |      |      |       |       |       |
|-----------|-----|--------------|------|------|------|-------|-------|-------|
|           |     | 50'          | 400' | 500' | 800' | 1000' | 2000' | 3000' |
| Lot width | 40' | yes          | no   | No   | no   | no    | no    | no    |
|           | 50' | yes          | yes  | yes  | no   | no    | no    | no    |

|  |      |     |     |     |     |     |     |     |
|--|------|-----|-----|-----|-----|-----|-----|-----|
|  | 60'  | yes | yes | yes | yes | no  | no  | no  |
|  | 70'  | yes | yes | yes | yes | no  | no  | no  |
|  | 80'  | yes | yes | yes | yes | yes | no  | no  |
|  | 90'  | yes | yes | yes | yes | yes | no  | no  |
|  | 100' | yes | yes | yes | yes | yes | no  | no  |
|  | 120' | yes | yes | yes | yes | yes | yes | no  |
|  | 140' | yes | yes | yes | yes | yes | yes | yes |

### CONCRETE SLAB ILLUSTRATION #1





#### Sec. 4.04.036 Trench safety

(a) On all construction projects, public or private, in which trench excavation will exceed a depth of five feet, within its boundaries of the city, or within the extraterritorial jurisdiction, the bid document and the contract shall contain:

- (1) Detailed plans and specifications for adequate safety systems that meet OSHA standards; and
- (2) A pay item for those safety systems.

(b) This requirement shall not apply to persons subject to safety standards adopted under V.T.C.A., Utilities Code, section 121.201 et seq., and subject to the administrative penalty provisions of V.T.C.A., Utilities Code, section 121.206 et seq.

#### Secs. 4.04.037–4.04.060 Reserved

## **Part II. 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, 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 111.1, entitled “Use and Occupancy,” which shall instead read as follows:

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing type of business use with additional requirements as indicated in chapter 3 “Use and Occupancy Classification,” or a change in the occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exceptions:

- 1) Changes in ownership where the use and/or occupancy remain the same are not required to obtain a change of occupancy;
- 2) A new occupancy by a like or similar use where additional restrictions are not required by chapter 3 are not required to obtain a change of occupancy;
- 3) Certificates of occupancy are not required for work exempt from permits under section 105.2.

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.

**Secs. 4.04.062–4.04.090    Reserved**

**Division 3. Residential Code\***

**Sec. 4.04.091    Building official**

The administrator of the inspections and permits department is the designated building official of the city.

**Sec. 4.04.092    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 Residential Building Code, **2015** edition, in its entirety, save and except chapters 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and appendices A, B, C, F, I, L, M, D, and P, **and N1101.14 Certificate (Mandatory)**, and save and except:

**Section R101.1. Title., which is amended to read as follows:**

**R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of San Angelo, and shall be cited as such and will be referred to herein as "this code".**

Table 301.2(1), which is amended to read as follows:

**Ground Snow Load: 5 psf**

**Wind Speed:            Nominal Design = 90 mph**

**Ultimate Design = 115 mph**

**Seismic Design: Category 0**

**Weathering: Moderate**

**Frost Line: 12 inches**



Termite: Slight to Moderate

Winter Design Temp: 32 degrees F

Ice Barrier Underlayment Required: No

Flood Hazards: First Ordinance Adopted, July 27, 1976

Date of Current Map, June 19, 2012

Air Freezing Index: 50

Section R403.1.6, entitled “Foundation anchorage,” which shall instead read as follows:

**R403.1.6 Foundation anchorage. Wood sill plates and wood walls supported directly on continuous foundations shall be anchored to the foundation in accordance with this section.**

**Cold-formed steel framing shall be anchored directly to the foundation or fastened to wood sill plates anchored to the foundation. Anchorage of cold-formed steel framing and sill plates supporting cold-formed steel framing shall be in accordance with this section and Section R505.3.1 or R603.3.1.**

**Wood sole plates at all exterior walls on monolithic slabs, wood sole plates of braced wall panels at building interiors on monolithic slabs and all wood sill plates shall be anchored to the foundation with minimum ½ -inch-diameter anchor bolts spaced a maximum of 6 feet on center or approved anchors or anchor straps spaced as required to provide equivalent anchorage to ½-inch-diameter anchor bolts. Bolts shall be a minimum of 8” long and shall extend a minimum of 5 inches into concrete or grouted cells of concrete masonry units. The bolts shall be located in the middle third of the width of the plate. A nut and washer shall be tightened on each anchor bolt. There shall be a minimum of two bolts per plate section with one bolt located not more than 12 inches or less than seven bolt diameter from each end of the plate section. Interior bearing wall sole plates on monolithic slab foundation that are not part of a braced wall panel shall be positively anchored with approved fasteners. Sill plates and sole plates shall be protected against decay and termites where required by Sections R317 and R318.**

**Exceptions:**

- 1. Walls 24 inches total length or shorter connecting offset braced wall panels shall be anchored to the foundation with a minimum of one anchor bolt located in the center third of the plate section and shall be attached to**

adjacent braced wall panels at corners as shown in Item 9 of Table R602.3(1).

2. Connection of walls 12 inches total length or shorter connecting offset braced wall panels to the foundation without anchor bolts shall be permitted. The wall shall be attached to adjacent braced wall panels at corners as shown in Item 9 of Table R602.3 (1).

Section R602.6.1, entitled “Drilling and notching of top plate,” which shall instead read as follows:

**R602.6.1 Drilling and notching of top plate.** Where piping or ductwork is placed in or partly in an exterior wall or interior loadbearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inches thick (1.37 mm) (16ga) and 1-1/2 inches (38 mm) wide shall be fastened across and to the plate at each side of the opening with not less than four 8d nails at each side or equivalent. The metal tie must extend not less than 6 inches past the opening. See Figure R602.6.1.

**Exception:** When the entire side of the wall with the notch or cut is covered by wood structural panel sheathing.

Table N1102.1.2, and Table N1102.1.4, which shall be changed to read as follows:

TABLE N1102.1.2 (R402.1.1)  
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

| CLIMATE ZONE | FENESTRATION U-FACTOR | SKYLIGHT U-FACTOR | GLAZED FENESTRATION SHGC | CEILING R-VALUE | WOOD FRAME WALL R-VALUE | MASS WALL R-VALUE | FLOOR R-VALUE | BASEMENT WALL R-VALUE | SLAB R-VALUE & DEPTH | CRAWL SPACE WALL R-VALUE |
|--------------|-----------------------|-------------------|--------------------------|-----------------|-------------------------|-------------------|---------------|-----------------------|----------------------|--------------------------|
| 3            | 0.40                  | 0.60              | 0.30                     | 30              | 15 OR 13+1              | 5/8               | 19            | 5/13                  | 0                    | 5/13                     |

TABLE N1102.1.4  
EQUIVALENT U-FACTORS

| CLIMATE ZONE | FENESTRATION U-FACTOR | SKYLIGHT U-FACTOR | CEILING U-FACTOR | FRAME WALL U-FACTOR | MASS WALL U-FACTOR | FLOOR U-FACTOR | BASEMENT WALL U-FACTOR | CRAWL SPACE WALL U-FACTOR |
|--------------|-----------------------|-------------------|------------------|---------------------|--------------------|----------------|------------------------|---------------------------|
| 3            | 40                    | 0.60              | 0.035            | 0.070               | 0.098              | 0.047          | 0.091                  | 0.136                     |

Section N1102.2.2, entitled “Ceilings without attic spaces,” which shall instead read as follows:

**N1102.2.2 Ceilings without attic spaces.** Where Section N1102.1.2 would require insulation levels above R-30 and the design of the roof/ceiling

assembly does not allow sufficient space for the required insulation, the minimum required insulation for such roof/ceiling assemblies shall be R-19. This reduction of insulation from the requirements of Section N1102.1.2 shall be limited to 500 square feet or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the U factor alternative approach in Section N1102.1.4 and the total UA alternative in Section 1102.1.5.

N1102.4.1.2 Testing, which is deleted in its entirety and replaced to read as follows:

N1102.4.1.2 Testing – Visual Inspection option. Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table N1102.4.1.1, applicable to the method of construction, are field verified. Where required by the code official, an approved party independent from the installer of the insulation shall inspect the air barrier and insulation.

N1103.3.3 Duct testing, which is deleted in its entirety and replaced to read as follows:

N1103.3.3 Duct testing. Duct testing and installation shall be considered acceptable when the prescriptive requirements of Section N1103.3, applicable to the method of construction, are field verified. Where required by the code official, an approved party independent from the installer of the duct system shall inspect the air barrier and insulation.

Section M1411.3.1.1, entitled “Water level monitoring devices,” which shall instead read as follows:

M1411.3.1.1 Water level monitoring devices. On down-flow units and all other coils that have no secondary drain and no means to install an auxiliary drain pan, a water-level monitoring device shall be installed inside the primary drain pan. This device shall shut off the equipment served in the event that the primary drain becomes restricted. Externally installed devices and devices installed in the drain line shall be permitted.

**Secs. 4.04.093–4.04.120    Reserved**

**Division 4. Plumbing\***

**Part I. In General**

**Sec. 4.04.121    Code official**

The administrator of the inspections and permits department is the designated code official for enforcement of the International Plumbing Code and the provisions of this division.

**Sec. 4.04.122    Permits**

**(a) Licensed plumber obtaining permit for another.** It shall be unlawful for any licensed plumber to allow any person not directly and regularly employed by and working under

the direction of such licensed plumber to perform any plumbing work on a project for which such licensed plumber has obtained a permit.

**(b) Emergency plumbing work. In case of an emergency that necessitates the performance of plumbing work that requires a permit, at a time when the inspections and permits department is closed, such plumbing work may be performed before a permit is obtained. A permit shall be applied for during the first day the inspections and permits department is open following commencement of such plumbing work. The work shall be subject to inspection when completed.**

#### **Sec. 4.04.123 Homeowner's permit**

To qualify for a homeowner's permit, only the homeowner or members of the homeowner's immediate family, who reside at the dwelling for which the permit has been obtained, may perform plumbing work under the homeowner's permit. Violations by any person, firm, corporation, or associate of any of the stated conditions or requirements shall be cause for revocation of the permit. A homeowner's permit will be issued only if all of the following conditions are met:

- (1) The structure on which the plumbing work is to be performed is a residential dwelling.
- (2) The person receiving the permit is the owner and occupant of such dwelling.
- (3) The dwelling for which the permit is issued is not rental property.
- (4) The person receiving the permit has received a homestead exemption from the tax assessor/collector office at the county courthouse.

#### **Sec. 4.04.124 License number to be displayed on vehicles**

The number of any plumbing license issued under the provisions of this code shall be printed on both sides of any vehicle used by the person or firm to whom such license is issued. Said license number shall be in plain block numerals at least two inches (2") high and in a color which contrasts with the background. These numbers are to be located within three (3) feet of the front passenger door and the driver door.

#### **Sec. 4.04.125 Schedule of permit fees**

On all plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application in accordance with the fee schedule found in appendix A of this code.

#### **Sec. 4.04.126 Insurance requirements**

(a) Requirements. Before any owner, authorized agent, contractor or corporation that is required to obtain a plumbing permit shall perform the work for which the permit is required, such owner, authorized agent, contractor or corporation shall provide to the inspections and permits

department a certificate of insurance in the amount of at least one hundred thousand dollars (\$100,000.00) combined single limit liability per occurrence for bodily injury and property damage. This insurance shall be carried with a company licensed to do business in Texas.

(b) Exceptions. The following persons shall not be required to furnish insurance:

- (1) Maintenance workers or engineers who do work incidental to and in connection with the business in which they are employed or engaged.
- (2) Railroad employees who do construction, installation and maintenance work on the premises or equipment of a railroad.
- (3) Public service company employees engaged in laying, maintaining and operating service mains or lines.
- (4) A liquid petroleum gas installer when working and licensed under chapter 113, Natural Resources Code, as amended.
- (5) A property owner doing work in a building owned or occupied as the owner's homestead.

#### **Sec. 4.04.127 Sewer connections**

- (a) For new service, the city shall tap all city mains and laterals for private connections and run the service to the property line. The property owner shall thereafter be responsible for all maintenance of the sewer line to the tap.
- (b) For existing service, the property owner shall be responsible for all maintenance of the sewer line to the tap. All repairs to the sewer line to the tap shall be the responsibility of the property owner.
- (c) If the repair involves that portion of the service line within the public right-of-way, the property owner shall be responsible for the paving cut. The person obtaining the paving cut permit shall be responsible for providing payment to the city for the paving cut repair costs, in accordance with established procedures.
- (d) The city may, if that portion of the line within the right-of-way fails due to a lack of maintenance of the right-of-way, participate in the costs of repair for that portion of the line within the right-of-way.

#### **Sec. 4.04.128 Lawn sprinklers and irrigation piping systems**

- (a) Lawn sprinkler systems and irrigation piping systems shall be equipped with an approved backflow preventer to protect against contamination of the potable water system. The following devices shall be acceptable:
  - (1) Anti-siphon vacuum breakers, reduced pressure zone backflow preventer, double check type back pressure backflow preventer equipped with gate valves and test cocks.

(2) Atmospheric type vacuum breakers shall be installed downstream of the last control valve at least 6 inches above the level of the highest sprinkler head.

(3) All protective devices shall be installed in an accessible location to allow for inspection and maintenance and to isolate the sprinkler system from all other piping in the system.

(b) All lawn sprinkler systems, irrigation piping systems and piping for domestic use, whether connected to the city's water system or other water wells, shall be subject to the permit and inspection requirements of this code, as well as all other requirements applicable to irrigation systems, including subsection (a) above.

**Secs. 4.04.129–4.04.150    Reserved**

**Part II. Code**

**Sec. 4.04.151    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 Plumbing Code, **2015** edition, in its entirety, save and except for Appendix A, and save and except:

Section 106.6.3, entitled “Fee refunds,” which shall instead read as follows:

**106.6.3 Fee refunds. The code official shall authorize the refunding of fees as outlined in the fee schedule (Appendix A) of the City of San Angelo Code of Ordinances.**

Section 305.4.1, entitled “Sewer depth,” which shall instead read as follows:

**305.4.1 Sewer depth.** Building sewers that connect to private sewage disposal systems shall be a minimum of 4 inches (101.6 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 4 inches (101.6 mm) below grade.

Section 308.7, entitled “Anchorage,” which shall instead read as follows:

**308.7 Anchorage. Anchorage shall be provided to restrain drainage piping and water stub-outs from excessive axial movement.**

Section 312.2, entitled “Drainage and vent water test”, which shall instead read as follows:

**312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest**



opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 10-foot head of water. In testing successive sections, at least the upper 10 feet of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 10 feet of the system, shall have been submitted to a test of less than a 10-foot head of water. This pressure shall be held for not less than 15 minutes. The system shall then be tight at all points.

Exception: ~~A water test may not be required at the top out stage if purple primer has been used at all connections to allow for visual inspection.~~ A water test shall not be required at the top out inspection. The Permits Division shall document whether purple primer or a water test was performed during the top out inspection, if performed.

Section 407.2, entitled “Bathtub waste outlets and overflows”, which shall instead read as follows:

407.2 Bathtub waste outlets and overflows. Bathtubs shall be equipped with a waste outlet. The outlets shall be connected to waste tubing or piping not less than 1 ½ inches in diameter. The waste outlet shall be equipped with a water-tight stopper.

Section 410.4, entitled “Substitution”, which shall instead read as follows:

410.4 Substitution. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies, where drinking fountains are required, water coolers or bottled water dispensers provided free of charge shall be permitted to be substituted for the first of such required drinking fountains and not more than 50 percent of the remaining required drinking fountains.

Section 417.3, entitled “Shower waste outlet,” which shall instead read as follows:

417.3 Shower waste outlet. Waste outlets serving showers shall be at least 2 inches (38 mm) in diameter and, for other than waste outlets in bathtubs, shall have removable strainers not less than 3 inches (76 mm) in diameter with strainer openings not less than 0.25 inch (6.4 mm) in minimum dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that the waste from one shower does not flow over the floor area serving another shower. Waste outlets shall be fastened to the waste pipe in an approved manner.

Section 603.2, entitled “Separation of water service and building sewer,” which shall instead read as follows:

603.2 Separation of water service and building sewer. Water service pipe and the building sewer shall be separated by 5 feet of undisturbed or compacted earth. The required separation distance shall not apply where a water service pipe crosses a sewer pipe, provided the water service is sleeved to a point not less than 5 feet horizontally from the sewer pipe centerline on both sides of such crossing. The sleeve shall be of pipe materials listed in Table 605.3, 702.2 or 702.3.

Section 607.2, entitled “Hot or tempered water supply to fixtures,” which shall instead read as follows:

607.2 Hot water supply temperature maintenance. Where the developed length of hot water piping from the source of hot water supply to the farthest fixture exceeds 100 feet, the hot water supply system shall be provided with a method of maintaining the temperature in accordance with Chapter 11 of the International Residential Code.

Section 705.11.2, entitled “Solvent cementing,” which shall instead read as follows:

705.11.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied to all rough in and top out connections. Clear primers will be allowed only at trim out connections. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground. Exception 1: A primer is not required where both of the following conditions apply:

1. The solvent cement used is third-party certified as conforming to ASTM D 2564.
2. The solvent cement is used only for joining PVC drain, waste and vent pipe and fittings in nonpressure applications in sizes up to and including 4 inches in diameter.

Exception 2: A purple primer will not be required at the top out stage if a water test is conducted in accordance with Section 312.2 or a smoke test is conducted in accordance with Section 312.4.

Section 903.1, entitled “Roof extension,” which shall instead read as follows:

903.1 Roof Extension. Open vent pipes that extend through a roof shall be terminated not less than 6 inches (152.4 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck, or similar purposes, open vent pipes shall terminate not less than 7 feet (2,134 mm) above the roof.

#### **Sec. 4.04.152 Definitions**

Section 202 is amended by adding:

**Board.** The word “board” shall mean the construction board of adjustments and appeals of the city created pursuant to the International Building Code.

**City.** The word “city” shall mean the City of San Angelo, Texas.

**Code.** The word “code,” when used alone, shall mean all of the provisions of this division of the city Code of Ordinances and the International Plumbing Code.

**Council.** The word “council” shall mean the city council of the City of San Angelo, Texas.

**Inspections and permits department.** The department assigned the responsibility by the city of enforcing and administering the International Plumbing Code and this chapter of the Code of Ordinances of the city.

**Plumbing inspector.** The designee of the code official assigned the responsibility of enforcing this code.

#### **Secs. 4.04.153–4.04.180    Reserved**

### **Division 5. Electricity\***

#### **Part I. In General**

#### **Sec. 4.04.181    Code official**

The administrator of the inspections and permits department is the designated code official for enforcement of the International Electrical Code and the provisions of this division.

#### **Sec. 4.04.182    Definitions**

**Board.** The construction board of adjustments and appeals.

**City.** The City of San Angelo, Texas.

**Code.** When used alone, shall mean all of the provisions of this division of the city Code of Ordinances.

**Conduit.** Shall have the same meaning as “raceway” as defined in article 100 of the National Electrical Code.

**Consumer.** One who uses electricity on premises.

**Council.** The city council of the City of San Angelo, Texas.

**Electrical inspector.** A person employed by the city to perform electrical inspections and related duties.

**Electrical work.** Any work involving the installation of electrical materials or devices. It includes, but is not limited to, work involving installation of the following:

- (1) Power and lighting systems, secondary services, distribution panels, lighting panels, conduits, junction boxes, pull boxes, outlets, feeders, sub-feeders, wiring devices, service fittings, lighting fixtures, lamps or other devices.
- (2) All power and control wiring and any other electrical installations incidental to any equipment furnished by any other contractors, owners or their agents. Electrical work does not include such minor work as repairing flush switches, replacing fuses and changing lamp sockets and receptacles.

**License.** Written authorization from the state to engage in a particular activity. It shall signify that the recipient has satisfactorily demonstrated he is competent in a particular field. It does not mean that the city guarantees or warrants the licensee's competence. All references in this code to a "license" or someone who is "licensed" shall be references to a license issued by the city or the state, unless another meaning is specifically stated.

**Secretary.** The secretary of the construction board of adjustments and appeals.

#### **Sec. 4.04.183 Electrical contractors**

(a) **Registration required.** Any person desiring to engage in the business of electrical contracting shall register in the inspections and permits department the name, address and telephone number under which they will be doing business and meet all other such requirements more fully enumerated within this chapter.

(b) **Master electrician required.** Any person engaged in the electrical contracting business shall have a master electrician license, or must employ a full-time licensed master electrician. All master electricians shall register in the inspections and permits department their name, address, telephone number and the name of the electrical contracting company, and such master who obtains the permit shall be responsible for carrying out the provisions of this division in its entirety.

(c) **Extenuating circumstances.** In case of the death, disability or termination of a master license holder, the firm will be allowed to complete all work for which permits have been issued, provided the board determines that they have adequate supervision and provided that such work is completed within six (6) months of the death, disability or termination of the master license holder.

(d) **Insurance.** Each registered electrical contractor shall furnish the city with a certificate of insurance sufficient to demonstrate financial responsibility in amounts equal to or greater than those required by state law at the time of registration and upon renewal.

(e) **Supervision.** A licensed master shall maintain adequate supervision over all journeymen and other persons working directly under or for the master on any project or job for which a permit has been secured by the master electrician. Adequate supervision for the purposes of this subsection shall mean that the master electrician shall maintain such contact with a job or project for which the master electrician has obtained a permit as necessary to assure that those electricians and others under the master electrician's control and direction are complying and have complied with all applicable provisions of the electrical code of the city.

#### **Sec. 4.04.184 General electrical construction requirements**

(a) Disconnects.

(1) Requirements. Outside main disconnects shall be required on all new structures and on new main service to existing structures.

(2) Exceptions.

(A) In buildings with sprinklers throughout, in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems, disconnects may be installed in accordance with NFPA 70, National Electrical Code.

(B) The building official may require an outside disconnect for safety concerns when the building or structure is constructed of at least Type IV construction and is normally unoccupied.

(b) Temporary meter location and power permit.

(1) Temporary power and/or lighting shall meet all requirements of this code and, when a meter installation is necessary, the meter shall be attached to a substantially mounted and braced pole.

(2) If from ground mount transformer, the power drop shall conform to the requirements of this code.

(3) All installations of temporary meter locations and/or temporary power shall be required to obtain an electrical permit. This may be a part of the initial electrical permit for the job. The electrical inspector shall approve and inspect the temporary meter location and/or temporary power at the first required inspection or at the rough-in inspection, whichever is appropriate.

(c) Temporary power permit for buildings or premises under construction. Subject to all of the requirements for obtaining a general permit, a temporary power permit to temporarily energize the permanent service in a new building or structure, or in a building or structure being remodeled, may be issued. This permit may be issued for the time necessary to complete the construction that requires electrical power, for a period of time not to exceed ninety (90) days. Upon the expiration of the temporary power permit, the electrical inspector shall have the authority to order the electrical power to the premises for which the permit was issued disconnected. If necessary to complete construction, more than one temporary power permit for construction may be issued per construction job.

(d) Change of occupancy. If the occupancy classification of an existing building changes, the electrical system shall be made to conform to the intent of this code as required by the building official.

#### **Sec. 4.04.185 Electrical permits**

(a) Homeowner's permit. Only the homeowner or members of the homeowner's immediate family, who reside at the single-family dwelling for which the permit has been obtained, may perform electrical work under the homeowner's permit. A violation by any person, firm, corporation or association of any of the stated conditions or requirements shall be cause for revocation of the permit. A homeowner's permit will be issued only if all of the following conditions are met:

- (1) The structure on which the electrical work is to be performed is a single-family dwelling;
- (2) The person receiving the permit is the owner of such single-family dwelling;
- (3) The single-family dwelling for which the permit is issued is not rental property;
- (4) The person receiving the permit has received a homestead exemption from the tax assessor/collector's office at the county courthouse.

(b) Who may obtain an electrical permit. A permit to perform electrical work may be obtained by a homeowner who qualifies for a homeowner's permit under the foregoing provisions.

#### **Sec. 4.04.186 Electrical permit fee schedule**

The fees applicable to all electrical work performed in the city are as provided for in the fee schedule found in appendix A of this code. The fees shall be paid to the city through the inspections and permits department.

#### **Sec. 4.04.187 Prohibited acts**

(a) Master obtaining permit for another. It shall be unlawful for any licensed electrical contractor to allow any person not directly and regularly employed by, and working under the direction of, such contractor to perform electrical work on a project for which such contractor has obtained a permit.

(b) Non-concealment of work required. It shall be unlawful for any person, firm, corporation or association to lath, seal or in any manner conceal any electrical work until such work has been inspected and approved by an electrical inspector. It shall be unlawful for any person, firm, corporation, or association who has performed electrical work in violation of this division to intentionally and knowingly attempt to cover or camouflage said violations in an effort to pass the electrical inspection.

(c) Approval for electrical power connection. It shall be unlawful for any person, firm, corporation or association to connect electrical power to any public or commercial premises before obtaining approval from an electrical inspector. Where electrical power has been disconnected to public or commercial premises, approval is necessary before reconnection.



(d) Failure to comply with state licensing. Failure to comply with all applicable state laws and regulations promulgated under authority granted in the Texas Occupations Code related to electricians shall constitute a violation of this code.

#### **Sec. 4.04.188 Required inspections**

(a) The master electrician or homeowner shall be responsible for notification to the inspections and permits department when the following electrical installations are ready for required inspections:

(1) Slab rough-in inspection. An electrical installation shall be considered ready for slab rough-in inspection at such time that all raceways and outlet boxes are installed and prior to pouring of concrete and concealment.

(2) Rough-in inspection. An electrical installation shall be considered ready for rough-in inspection at such time that all raceways, panel board cabinets, service equipment, outlet boxes, junction boxes, conductors and conductor splices are installed and before concealment.

(3) Minor extension exception. For minor extensions and additions, for which, in the previously expressed judgment of the electrical inspector, adequate inspection is possible after completion of the work, a rough-in inspection may not be required.

(4) Final inspection. An electrical installation shall be considered ready for final inspection upon completion of all electrical installation work and prior to a certification of compliance being issued.

(5) Additional inspections. The electrical inspector may, when necessary to assure compliance with this division, require additional inspections to the slab rough-in, rough-in, and final inspections.

(6) Presence of representative of contractor. The electrical inspector on any inspection may require the presence of a person representing the electrical contractor or homeowner to whom the permit is issued, at the inspection.

(b) It shall be unlawful for the electrical contractor or homeowner to fail to request a required inspection.

#### **Sec. 4.04.189 Wiring methods**

(a) All wiring inside a building shall be installed in a continuous conduit system except that steel metal clad cable, as listed in article 330 of the **2014** edition of the National Electrical Code, shall be permitted.

(b) A continuous conduit system shall not be necessary for wiring in one- and two-family dwellings, and in multifamily dwellings. Number twelve (#12) wire shall be the minimum size and conductor used, except in the case of low voltage conductors.

(c) The exterior armor of metal clad cable shall be steel and shall be labeled or color coded on the exterior of the cable.

**Secs. 4.04.190–4.04.210    Reserved**

**Part II. Code**

**Sec. 4.04.211    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:

National Electrical Code, 2014 edition, in its entirety, save and except for section 406.12, and save and except:

Section 210.8, which is amended to read as follows:

Under 210.8, part A, item (2), add the following exceptions:

Exception No. 1: Receptacles that are not readily accessible.

Exception No. 2: A single receptacle or a duplex receptacle each for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7(A).

Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52(G).

**Section 210.8 (A)(7) Sinks which is which is amended to read as follows:**

**(7) Sinks – where receptacles are installed within 6 feet of the outside edge of the sink.**

**Exceptions:**

**1. Dishwashers and Disposals**

**Section 210.8 (A)(10) “Laundry Areas” which is to be deleted.**

**Section 210.8 (D) “Kitchen Dishwasher Branch Circuit” which is to be deleted.**

**Section 210.12 (A) “Dwelling Units” which is amended to read as follows:**

**(A) Dwelling Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets or devices installed in dwelling unit bedrooms shall be protected by any of the means described in 210.12 (A) (1) through (6):**

**Section 210.52 (G) (1) “Garages” which is amended to read as follows:**

**(1) Garages. In each attached garage and in each detached garage with electric power.**

**Section 300.5, Subsection (D)(3), which is amended to read as follows:**

**(3) Service Conductors. All underground electrical installation shall be marked with red electrical warning ribbon, except for low voltage and communication wiring. Warning ribbon shall be installed under the NEC 2014 Sec. 300.5 subsection D3.**

**Section 406.9 (A), "Damp Locations", which is amended to read as follows:**

**(A) Damp Locations. A receptacle installed outdoors in a location protected from the weather or in other damp locations shall have an enclosure for the receptacle that is weatherproof when the receptacle is covered (attachment plug cap not inserted and receptacle covers closed).**

**An installation suitable for wet locations shall also be considered suitable for damp locations.**

**A receptacle shall be considered to be in a location protected from the weather where located under roofed open porches, canopies, marquees, and the like, and will not be subjected to a beating rain or water runoff.**

**Secs. 4.04.212–4.04.240    Reserved**

**Division 6. Mechanical Work\***

**Part I. In General**

**Sec. 4.04.241    Permits**

(a) Licensed mechanical contractor obtaining permit for another. It shall be unlawful for any licensed mechanical contractor to allow any person not directly and regularly employed by and working under the direction of such licensed mechanical contractor to perform any mechanical work on a project for which such licensed mechanical contractor has obtained a permit.

(b) Emergency mechanical work. In case of an emergency that necessitates the performance of mechanical work that requires a permit, at a time when the inspections and permits department is closed, such mechanical work may be performed before a permit is obtained. A permit shall be applied for during the first day the inspections and permits department is open following commencement of such mechanical work. The work shall be subject to inspection when completed.

**Sec. 4.04.242    Schedule of permit fees**

On all mechanical systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedule found in [appendix A](#) of this code, which is incorporated herein by reference for all purposes.

**Sec. 4.04.243    Who may obtain a mechanical permit**

Only those individuals licensed by the state to do mechanical work (including proper endorsements), or those persons who fall within an exemption from licensing, may obtain a permit to do mechanical work.

#### **Sec. 4.04.244 Homeowners Permit**

**To qualify for a homeowner's permit, only the homeowner or members of the homeowner's immediate family, who reside at the dwelling for which the permit has been obtained, may perform mechanical work under the homeowner's permit. Violations by any person, firm, corporation, or associate of any of the stated conditions or requirements shall be cause for revocation of the permit. A homeowner's permit will be issued only if all of the following conditions are met:**

- (1) The structure on which the mechanical work is to be performed is a residential dwelling.**
- (2) The person receiving the permit is the owner and occupant of such dwelling.**
- (3) The dwelling for which the permit is issued is not rental property.**
- (4) The person receiving the permit has received a homestead exemption from the tax assessor/collector office at the county courthouse.**

**Secs. 4.04.245–4.04.270 Reserved**

#### **Part II. Code**

#### **Sec. 4.04.271 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 Mechanical Code, **2015** edition, in its entirety, save and except appendix B, sections 1101.10, 1102.3, and save and except:

Section 106.5.3, entitled “Fee refunds,” which shall instead read as follows:

**106.5.3 Fee refunds. The code official shall authorize the refunding of fees as outlined in the fee schedule (Appendix A) of the City of San Angelo Code of Ordinances.**

Section 307.2.3.1, entitled “Water-level monitoring devices,” which shall instead read as follows:

307.2.3.1 Water-level monitoring devices. On down-flow units and all other coils that do not have a secondary drain and do not have a means to install an auxiliary drain pan, a water-level monitoring device shall be installed inside the primary drain pan. This device shall shut off the equipment served in the event that the primary drain becomes restricted. Externally installed devices and devices installed in the drain line shall be permitted.

**501.3 Exhaust discharge, which is amended to read as follows:**

**501.3 Exhaust discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.**

**Exceptions:**

1. **Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.**
2. **Commercial cooking recirculating systems.**
3. **Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.**
4. **In one- and two-family dwellings, bathroom exhausts shall be permitted to exhaust into an attic or crawl space.**

**602.1 General, which is amended to read as follows:**

**602.1 General. Supply, return, exhaust, relief and ventilation air plenums shall be limited to uninhabited crawl spaces, areas above a ceiling or below the floor, attic spaces and mechanical equipment rooms. Plenums shall be limited to one fire area. Fuel-fired appliances shall not be installed within a plenum.**

**805.3 Factory-built chimney offsets which is amended to read as follows:**

**805.3 Factory-built wood chimney offsets. Where a factory-built chimney assembly incorporates offsets, no part of the chimney shall be at an angle of more than 30 degrees from vertical at any point in the assembly and the chimney assembly shall not include more than four elbows.**

**Sec. 4.04.272 Definitions**

The International Mechanical Code, chapter 2, section 202, is amended by adding:

**Board.** The word “board” shall mean the construction board of adjustments and appeals.

**City.** The word “city” shall mean the City of San Angelo, Texas.

**Code.** The word “code,” when used alone, shall mean all of the provisions of this division of the official code of the city.

**Council.** The word “council” shall mean the city council of the City of San Angelo, Texas.

**Inspections and permits department.** The department assigned the responsibility by the city of enforcing and administering the mechanical code.

**Mechanical inspector.** The person assigned the responsibility of enforcing this code.

**Mechanical system.** Mechanical system includes, but is not limited to, any heating, ventilating or air conditioning product, system, or equipment. The term does not include a portable or self-contained ductless air conditioning or heating product that has a cooling capacity of three (3) tons or less or a heating capacity of 36,000 British thermal units or less.

**Mechanical work.** Mechanical work means activity that includes, but is not limited to, designing, installing, constructing, maintaining, servicing, repairing, altering or modifying any heating, ventilating, or air conditioning product, system, or equipment. The term does not include the design, installation, construction, maintenance, service, repair, alteration, or modification of a portable or self-contained ductless air conditioning or heating product that has a cooling capacity of three (3) tons or less or a heating capacity of 36,000 British thermal units or less.

#### **Secs. 4.04.273–4.04.300    Reserved**

### **Division 7. Energy Conservation\***

#### **Part I. In General**

##### **Sec. 4.04.301    Title**

This code shall be known as the International Energy Conservation Code of San Angelo, and shall be cited as such. It is referred to herein as “this code.”

##### **Sec. 4.04.302    Code official**

The administrator of the inspections and permits department is the designated code official for enforcement of the International Energy Conservation Code and the provisions of this division.

#### **Secs. 4.04.303–4.04.330    Reserved**

#### **Part II. Code**

##### **Sec. 4.04.331    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 Energy Conservation Code, **2015** edition, Commercial Provisions Chapters 1 through 6 and Index, in its entirety, save and except:

**C405.2.1 Occupant sensor controls, which is amended to read as follows:**

**C405.2.1 Occupant sensor controls. Occupant sensor controls shall be installed to control lights in the following space types:**

1. Classrooms/lecture/training rooms
2. Conference/meeting/multipurpose rooms
3. Copy/print rooms
4. Lounges
5. Employee lunch and break rooms
6. Restrooms
7. Storage rooms
8. Janitorial Closets
9. Locker rooms
10. Warehouses

**Delete C402.4.2 Minimum skylight fenestration area in its entirety.**

**Secs. 4.04.333–4.04.360    Reserved**

**Division 8. Existing Building Code**

**Sec. 4.04.361    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:

The International Existing Building Code, **2015** edition, in its entirety.

**Secs. 4.04.362–4.04.390    Reserved**

**Division 9. Fuel Gas Code\***

**Sec. 4.04.391    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 Fuel Gas Code, **2015** edition, in its entirety, save and except appendix C.

**Secs. 4.04.392–4.04.420    Reserved**

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 be effective on, from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the \_\_\_\_ day of October, 2018, and finally PASSED, APPROVED and ADOPTED on this the \_\_\_\_ day of October, 2018.

CITY OF SAN ANGELO

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Bryan Kendrick, City Clerk

Approved as to Form:

\_\_\_\_\_  
Theresa James, City Attorney

## **SUMMARY OF AMENDMENTS**

### **International Residential Code – Amendments**

#### Part 1

- Occupations Included – added the word “plumbers” back into the list. Although plumbers cannot be charged to register as a contractor, they must still register.
- Occupations Excluded – Electricians have been added to the section as a trade that cannot be charged a fee to register.
- All other portions of Part 1 are to remain as is.

#### Part 2

- The entire 2015 International Residential Code is adopted as law except:
  - o Chapters 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43 (all electrical chapters – deleted because the NEC is being adopted for electrical work)
  - o Appendices A, B, C, D, F, I, J, L, M, O, P, and T – these appendices are all exempt in the current adoption and are mostly categories that don’t apply in our area or are already covered by other portions of the code.
- The following sections are amended:
  - o Title – simply a “fill in the blank” item.
  - o Work exempt from permits – the code specifies fences over 7’ in height as exempt. The proposal is for the height to be 8’ to match what is currently allowed by Ordinance.
  - o Table 301.2 – These standards are a “fill in the blank” chart. The numbers are all the same as they are in the currently adopted version.
  - o Foundation anchorage – the size and penetration required for sill plate bolts is changed to match what is currently required.
  - o Drilling and notching of top plate – This section reduces the required nail sizing to match what is currently required.
  - o Table N1102.1.2 is changed to reflect lower R values than that shown in the Model codes.
  - o Ceilings without attic spaces – This allows a reduction of ceiling insulation from R30 to R19 in ceilings without attic spaces up to a certain size.
  - o Testing – Where the model codes require blower tests for homes, this changes the section to match the current language which allows visual observation as an acceptable method of envelope tightness and insulation installation.
  - o Duct Testing – This amendment allows field verification that prescriptive requirements of Section N1103.3 are met.
  - o Water Level Monitoring Devices – This allows the installation of externally installed devices and devices installed in the drain line.
  - o Appendix Q is proposed to be added. This appendix, titled “Tiny Houses” relaxes some of the requirements on homes 400 sf or less. Among the relaxations are:

- Sleeping lofts less than the typically required minimum room sizes are permitted
- Ceiling heights are relaxed in these sleeping lofts
- Methods of accessing these lofts are relaxed. Stairs are allowed to be steeper, ladders and alternating tread devices are also allowed.

## **International Energy Conservation Code – Amendments**

### Part 1

- No amendments to Part 1

### Part 2

- Chapters 1 – 6 (Commercial chapters) and the Index of the 2015 International Energy Conservation Code are adopted as law except:
  - o Occupant Sensor Controls – This amendment removes “Enclosed Offices” and “Other spaces 300 square feet or less” from the list of spaces required to have lighting sensor controls.
  - o Section C402.4.2 regarding minimum skylight fenestrations has been removed entirely.

## **International Plumbing Code – Amendments**

### Part 1

- Permits – A paragraph about emergency work has been added. This language exists already in the Mechanical and Electrical sections but was missing from this section. This simply clarifies that emergency work (necessary weekend work) can be performed without a permit so long as a permit is obtained the first day available.

### Part 2

- The entire 2015 International Plumbing Code is adopted as law except:
  - o Appendix A – Plumbing Permit Fee Schedule.
- The following sections are amended:
  - o Definitions – Several definitions are added for clarity
  - o Sewer depth - This is a “fill in the blank” section. 4” is listed as the minimum coverage for building sewers.
  - o Anchorage – the words “and wall stub-outs” have been added for clarity.
  - o Substitution – This amendment allows a bottled water cooler to be substituted for an electric water cooler when only one is required. If multiple EWC’s are required, 50% of those can be substituted with bottled water coolers.
  - o Shower waste outlets – This increases the waste outlet serving showers to 2”.
  - o Roof extension – This fills in the blank to terminate vent pipes 6” above the roof.
  - o Water testing and purple primer sections – A Water Test at the top-out stage is currently required. Purple primer is also a requirement of the plumbing code. The water test is something that some members of the committee

spoke against and purple primer is something that some plumbers don't want. As a compromise, an amendment was made to allow a water test to be skipped if purple primer is used so that the inspector at least can make a reasonable assumption that joints have been solvent welded properly. Also, the section requiring purple primer exempts it during the top out stage if a water test is performed. Clear primer is allowed at the trim out/finish stage.

## **International Mechanical Code – Amendments**

### **Part 1**

- Homeowners Permits – A paragraph about Homeowner's Permits has been added. This language exists already in the Plumbing and Electrical sections but was missing from this section.

### **Part 2**

- The entire 2015 International Mechanical Code is adopted as law except:
  - o Appendix B – Recommended Permit Fee Schedule.
- The following sections are amended:
  - o Fee refunds – this has changed to match what is currently adopted in the Code of Ordinances Fee Schedule for refunds.
  - o Definitions – Several definitions are added for clarity
  - o Water level monitoring devices – this was changed to match the corresponding requirement in the IRC. The change allows externally installed devices and devices installed in the drain line.
  - o Bathroom vents are allowed to vent into the attic.
  - o Restrictions on factory built fireplace chimneys apply only to wood fireplaces.

## **National Electric Code – Amendments**

### **Part 1**

- Wiring methods – This section that requires all wiring to be installed in conduit with the exception of steel metal clad cables and wiring in one- and two-family dwellings and multifamily dwellings remains the same as before. The only change is the reference to the 2014 NEC instead of the 2005 NEC.

### **Part 2**

- The entire 2014 National Electric Code is adopted as law except for the following sections which are amended:
  - o Section 406.12 requiring tamper resistant plugs is deleted.
  - o Section 210.8 requiring all receptacles in garages to be GFCI is amended to exempt up to two receptacles for appliances that are not readily moved and for cord-and-plug connections (such as automatic garage door openers).
  - o Service conductors are required to be marked with red electrical warning ribbon.
  - o Arc fault protection is required only in bedrooms.

## **International Fuel Gas Code – Amendments**

### Part 1

- No amendments to Part 1.

### Part 2

- The entire 2015 International Fuel Gas Code is adopted as law except:
  - o Appendix C
- The following sections are amended:
  - o No sections amended. Adopted as is.

## **International Existing Building Code – Amendments**

### Part 1

- No amendments to Part 1.

### Part 2

- The entire 2015 International Fuel Gas Code is adopted as law.
- The following sections are amended:
  - o No sections amended. Adopted as is.



# 2015 International Plumbing Code

## Summary of Changes from the 2012 IPC

### Chapters 1 through 15

202: Alternate Onsite Nonpotable Water – This term has been added to support a revised Chapter 13 that covers how various nonpotable waters are to be collected, stored and distributed. DEFINITION

202: Backflow Preventer – This definition has been made more specific about what constitutes a backflow preventer: a backflow prevention assembly, a backflow prevention device or other means or methods. DEFINITION

202: Mechanical Joint – The definition of a mechanical joint now includes heat-fused joints. DEFINITION

202: Toilet Facility – This definition has been added to clarify that a toilet facility is a room or space that contains not less than one water closet and one lavatory. DEFINITION

202: Waste Receptor – This definition has been added to clarify what is considered a waste receptor. DEFINITION

202, 410.4: Drinking Fountain, Water Cooler and Water Dispenser – These definitions for a drinking fountain, a water dispenser and a water cooler clarify Section 410 on drinking fountain requirements. The water dispenser definition expands the group of devices and apparatus that can be used as substitutions for 50 percent of the required number of drinking fountains. DEFINITION

202: Grease Interceptor; Fats Oils and Greases Disposal System – Another type of grease interceptor, the Fats, Oils and Greases (FOG) disposal system, has been added to support the revised text in Section 1003.3.4 covering grease interceptors. DEFINITION

Table 308.5: Footnote “b” of Table 308.5 in previous editions of the code required a mid-story guide for pipe sizes 2 inches and smaller for some types of pipes. Because the code did not define what a mid-story guide was, there was uncertainty about what was necessary to be installed. The revised language provides the clarification. CLARIFICATION

403.1: The IBC occupancy classifications (A, B, M, etc.) are no longer used to determine which row in Table 403.1, Minimum Number of Required Plumbing Fixtures, to use for fixture quantities. The actual use of the building or space determines which row in the table to use. CLARIFICATION

403.3: Occupancies that have limited areas for public access, such as dry cleaners, take-out only restaurants and automated teller machine lobbies, do not require public toilet facilities for those limited areas (300 square feet or less). RELAXATION

403.4.1: The provision for directional signs to public toilet facilities now requires that the signage be located at the main entrance to the building or tenant space. ADDITION

406.1, 409.2: The 2012 IPC required that an air gap within the appliance or an external backflow preventer in the appliance connections be provided. This modification adds the standards designations with which air gaps must comply, so that the enforcement can be accomplished by the inspector identifying those standard numbers either on the machines or in the literature for the machines. Otherwise, verification would have to be by physical inspection of the machines, which might be impossible to perform. CLARIFICATION

413.1: Terminology for food waste grinders has been changed to a more industry-accepted term. For electrical safety, domestic food waste disposers must be listed and labeled to a standard. CLARIFICATION

417.4.1: Bathtub floors, shower floors and the walls above those areas need to be watertight and of a material that will be durable under wet conditions. This section has been modified to make the existing requirements more clear. CLARIFICATION

420.1: Dual-flush water closets have become popular in recent years. The code now has a standard that covers those types of water closets. ADDITION

421.1: A standard for electrical safety for whirlpool tubs has been added to the code. ADDITION

423.3: Water-temperature-limiting devices are required for footbaths (integral or not integral to pedicure chairs) and head shampoo sinks. ADDITION

424.8: The standard to which deck-mounted bath/shower transfer valves must comply has changed. CLARIFICATION

501.3: The standard covering water heater drain valves has been discontinued by the standard promulgator. Minimum criteria for drain size and the hose connection have been added to the code for these valves. CLARIFICATION

504.6: The temperature and pressure relief valve discharge pipe termination must have an air gap suitable to protect the potable water supply distribution system of the building. CLARIFICATION

504.7.2: In a replacement water heater installation situation, there might not be a nearby drain point for a required pan for the water heater. This code modification allows a pan to not have a drain line if one is not present. RELAXATION

601.5: An epoxy lining system standard has been added to the code. ADDITION

605.2.1: The code now has a more stringent limitation for lead content in pipe, pipe fittings, joints, valves, faucets and fixture fittings that convey water used for drinking and cooking. ADDITION

Tables 605.3, and 605.4, Section 605.16: A new type of CPVC pipe has been added to Chapter 6. RELAXATION

Tables 605.3, 702.2, 702.3, 702.4, 1102.4, 1102.5: References to asbestos cement pipe and applicable referenced standards have been removed from the code. CLARIFICATION

Table 605.5, Sections 605.14.3, 605.14.5, 605.18.3, 605.22.2, 605.23.3: Two standards for groove and shouldered mechanical joints and a press-connect fitting standard have been added to the code. ADDITION

605.7, Table 605.7: All types of valves that supply drinking water must now comply with NSF 61. Standards for numerous types of valves have been added to the code. ADDITION

607.2.1: Changes in the commercial portion of the International Energy Conservation Code (IECC) caused changes in this IECC-controlled section of the IPC. This section requires temperature maintenance systems (for maintaining hot water temperature near plumbing fixtures) to be automatically turned off when there is not a demand for hot water. The code change also makes it clear that the Section 607.2.1 and its subsection 607.2.1.1 do not apply to Group R2, R3, and R4 occupancies that are 3 stories or less in height above grade plane, because those occupancies are covered by the residential portion of the IECC. ADDITION

607.3: The available method to control closed-system pressure increases caused by the heating of water has been limited to the use of thermal expansion tanks only. **ADDITION**

608.8, 608.8.1, 608.8.2: Fixtures such as water closets and urinals that utilize nonpotable water must be identified with words and a symbol indicating that nonpotable water is being used. The color purple is established for identifying distribution piping conveying nonpotable water. **ADDITION**

702.5: Wastewater having a temperature greater than 140 degrees F does not need to be cooled before it enters the drainage system if the drainage system piping is rated for the higher temperature. **RELAXATION**

703.6: Building sanitary sewers and building storm sewers must be independent even though connecting to a combined sanitary/storm public sewer. **ADDITION**

705.11.2: The application of a primer to drain, waste and vent PVC pipe and fittings prior to solvent cementing is not required for 4 inch pipe size and smaller. **RELAXATION**

708: The section on cleanouts has been completely reorganized and reworded for clarity. Brass cleanout plugs are permitted for metallic piping only. Where located at a finished wall, the cleanout must be within 1 ½ inches of the finished surface. A cleanout is no longer required at the base of each waste or soil stack. **CLARIFICATION**

715.1: Retrofit of a backwater valve in accordance with the code in an existing building is nearly impossible without the new exception. **RELAXATION**

716: Vacuum drainage system provisions (as opposed to gravity drainage system provisions) have been moved from the appendix to the code. **CLARIFICATION**

717: Replacement of building sewers by the pipe-bursting method has been used for many decades and is useful especially where excavation of the existing sewer is difficult and costly because of parking lots and other items on the ground surface that would need to be removed and replaced. **ADDITION**

802.1, 802.1.1, 802.1.8: The section has been clarified to indicate that Section 802.1 and its subsections do not apply to fixtures and equipment in dwelling units. The section was modified to indicate the types of food handling equipment that Sections 802.1 through 802.1.8 cover. **RELAXATION**

802.3: The code has clarified that standpipes are waste receptors. Some limitations for where waste receptors could not be located have been removed. Hub drains now require a strainer. **ADDITION**

903.1, 903.2: This change clarifies vent terminations to outdoors where roofs are used for purposes other than weather protection and where very cold weather conditions occur. **CLARIFICATION**

1002.1: Traps are not required for parking garage floor drains where the drains are connected to a storm sewer system. **RELAXATION**

1002.4, 1002.4.1: Trap seal protection against evaporation can now be accomplished in a variety of ways. **RELAXATION**

1003.3.6: A section and standard covering gravity grease interceptors have been added to the code. **ADDITION**

1003.3.7: Grease interceptor discharge piping must connect directly to the sanitary drainage system. **ADDITION**

1003.4: Section 1003.4 has been clarified to indicate where oil separators are required. An addition to the exception concerning alarm systems has been made. CLARIFICATION

1003.6 The requirement for interceptors for clothes washer discharges has been clarified. CLARIFICATION

1003.9: Interceptors and separators must be vented. ADDITION

1105.2, 1106.2: Testing of many different sizes and configurations of roof drains from a variety of manufacturers indicated that the roof drain assembly is the limiting factor in the design of storm drain systems. Storm drainage piping must now be sized based on the published roof drain flow rate and anticipated ponding at the roof drain. ADDITION

1106.3, 1106.6: The 2012 Table 1106.2(2), which covered the vertical leader sizing requirements, has been replaced by the simplified Table 1106.3. The 2012 Table 1106.6, which covered horizontal gutter sizing requirements, has been replaced by the simplified Table 1106.6. These sizing methods correspond with American Society of Plumbing Engineers' (ASPE) sizing tables. RELAXATION

## **NEC 2011 Summary of Changes**

### **Article 100**

Code Wide Change: The term grounding conductor was replaced with the terms grounding *electrode conductor*, *bonding jumper*, or *bonding conductor* in several places throughout the NEC.

90.5 (C) and (D): “Fine Print Notes” are now referred to as “Information Notes”

#### Article 100 Definitions:

- The definition of *ampacity* was revised for the 2011 NEC.
- Definitions of automatic and nonautomatic have been revised as follows:
  - Automatic. Performing a function without the necessity of human intervention
  - Nonautomatic. Requiring human intervention to perform a function.
- The definition of bathroom has been revised to include areas with a basin and such things as a urinal.
- The definition of the term grounding conductor has been deleted from Article 100
- The definition of intersystem bonding termination was revised for simplicity and clarity
- The definition of a separately derived system was amended and simplified for clarity.
- Definitions related to services were added or revised in Article 100 to clarify when these definitions are covered under the scope of the NEC.
- The definition of system bonding jumper has been revised to include the new term supply-side bonding jumper and has been relocated to Article 100.
- New definition and accompanying informational note were added for uninterruptible power supply (UPS).

110.3 (A)(1): Information related to special conditions of equipment has been added to the informational note.

110.14: General requirements for terminating flexible, fine-stranded cables and conductors have been added to 110.14.

110.24: Nondwelling unit service equipment required to be field-marked with the amount of available fault current when installed or modified.

110.26 [A][3] Ex. No. 2: New exception was added to working space requirements to address meters that often extend into the required working space for electrical equipment.

110.26 [D]: Lighting sources for working spaces about electrical equipment cannot be controlled by automatic means only.

110.28: List of items that are required to be marked with an enclosure-type in 110.28 has been expanded. Section 110.28 has been relocated from 110.20.

110.31 [A]: Requirements for electrical equipment located in electrical vaults have been rearranged and expanded for usability.

### **Article 200**

200.2: Various sections of the Code where a grounded conductor was not required were eliminated at 200.2.

200.4: New section will not permit a neutral conductor to be used for more than one branch circuit or feeder.

200.7 [C][1]: Reidentified switch loops can be used only for the supply to the switch but not as a return conductor from the switch to the outlet.

210.8: All GFCI devices are now required to be installed in a readily accessible location.

210.8 [A][7]: A GFCI is now required for all 125-volt, single-phase, 15- and 20-ampere receptacles installed within 1.8 m (6 ft) of the outside edge of a dwelling unit sink (not just laundry, utility or wet bar sinks).

210.8 [B][5] Ex. No. 2 to [5]: Receptacles located around sinks at a dentist's or doctor's office and clinics are no longer excepted from GFCI protection.

210.8 [B][6]: Receptacles installed at other than dwelling unit indoor wet locations now require GFCI protection.

210.8 [B][7]: Receptacles installed in locker rooms now require GFCI protection.

210.8 [B][8]: New provisions were added to require GFCI protection to all types of nondwelling unit garages where electrical diagnostic equipment, electrical hand tools, or portable lighting equipment are used, not just those garages under the scope of Article 511.

210.12 [A]: Type MC cable was added to the list of approved wiring methods permitted to protect the home run when a listed outlet branch-circuit Type AFCI device is installed at the first outlet box for AFCI protection of a branch circuit.

210.12 [A], Ex. No. 2: The allowance for nonmetallic conduit or tubing encased in not less than 50 mm (2 in.) of concrete was added to the acceptable wiring methods for AFCI protection located at the first outlet of a branch circuit.

210.12 [B]: New AFCI requirements for modifications to existing dwellings were added to 210.12.

210.52 [C] [5] and 210.52 [D]: Listed receptacle outlet assemblies are now permitted to be installed on or in kitchen and bathroom countertops to serve as the required countertop receptacles.

210.52 [E][3]: Receptacle outlet is required at all balconies, decks, and porches that are accessible from inside of a dwelling unit, regardless of the size of the balcony, deck, or porch.

210.52 [G]: At least one receptacle outlet is required to be installed in all basements, garages, or accessory buildings with electric power.

210.52 [I]: Receptacle outlet is now required in dwelling unit foyers under specific conditions.

Article 225 – Part III. Over 600 Volts: New requirements were added for branch circuits and feeder supply systems and for equipment over 600 volts.

225.18 [5]: New clearance requirements were added for overhead conductors installed over railway tracks.

225.27: A raceway seal is required at outside underground branch circuit and feeder raceways entering a building.

225.30: More than one feeder or branch circuit is not allowed to supply a building or structure, regardless of which building or structure the feeder or branch circuit originates from.



230.24 [A], Ex. No 5: A reduction of clearance for overhead service conductors above a roof of 900 mm (3 ft) is permitted where the roof area is guarded or isolated and where the voltage between conductors is reduced to 300.

230.42 [A][1] Exception: Service grounded conductor(s) can be sized and rated at 100 percent of the continuous and noncontinuous load when not connected to an overcurrent device.

230.44: Labeling requirement for cable trays containing service conductors was moved from exception to mandatory language. List of permitted wiring methods for cable trays containing service conductors was added.

240.15 [B]: Revisions were made to the requirements for circuit breakers used as overcurrent devices and for the use of identified handle ties.

240.24 [E]: The list of occupancy types where overcurrent devices are not permitted in bathrooms has expanded to dormitories.

240.87: New provisions were added to provide one of the three arc-flash energy reducing methods (or approved equivalent means) when power circuit breakers without instantaneous trip are used.

240.91: New provisions were added for limited “round up” conductor protection with overcurrent devices rated over 800 amperes in supervised industrial installations.

250.2: New definition for supply side bonding jumper was added to 250.2.

250.21 [C]: New marking requirement for ungrounded systems to indicate an ungrounded system.

250.24 [C]: Rules for routing the grounded conductor at service equipment have been revised for clarity.

250.30: Reorganization of and addition to the requirements for grounding of separately derived systems have been employed for usability and clarity.

250.30 [C]: New requirement was added for grounding of separately derived systems located outside the building or structure supplied.

250.32 [B][1], Exception: Requirements for grounding at separate building have been revised for usability and clarity.

250.52 [A][1]: The language describing what constitutes a metal underground water pipe as a grounding electrode has been refined for clarity.

250.52 [A][2]: The language describing what constitutes a metal frame of a building or structure as a grounding electrode has been refined for clarity.

250.52 [A][3]: The language describing what constitutes a concrete-encased electrode as a grounding electrode has been refined for clarity.

250.53 [A]: Rod, pipe, and plate grounding electrodes are now required to be supplemented by an additional electrode.

250.64 [B]: Clarification that grounding electrode conductors are permitted to be secured or routed through or on framing members.

250.64 [D][1]: A common grounding electrode conductor and associated tap conductors are now permitted to be connected at an approved busbar.

250.68 [C]: New section added to address connection locations for grounding electrode conductors and bonding jumpers that can be used to extend the connection to grounding electrode(s).

250.92 [B]: Bonding requirements were added for bonding around reducer washers at raceways containing service conductors.

250.102 [C]: Sizing requirements for supply-side bonding jumpers have been revised and converted into a list format.

250.121: Equipment grounding conductors cannot be used as a grounding electrode conductor.

250.122: The sizing requirement of an aluminum equipment grounding conductor for circuit conductors protected by a 4000-ampere rated overcurrent device was revised.

250.190: Requirements for grounding of equipment of systems and circuits of 1 kV and over (high voltage) have been revised and expanded. An EGC is required to be installed along with the medium voltage feeder conductors for solidly grounded systems.

280.5: Listing requirement for a surge arrestor (over 1000 volts) has been deleted.

#### Article 300

300.4 [E]: Boxes have been added to cables and raceways requiring a minimum of 38 mm (1 1/2 in.) spacing from corrugated sheet roof decking.

300.4 [H]: A new section (H) was added to 300.4 to cover expansion and deflection at a structural joint in a building or other structure.

300.5 [C], Ex. No. 1 & Ex. No. 2: Two new exceptions were added at 300.5 [C] to permit Type MI cable and Type MC cable to be installed under a building without being installed in a raceway.

300.5 [I], Ex. No. 1: Single conductor considerations were added to Ex. No. 1 for grouping requirements in close proximity to other single-conductor cables in the same parallel set due to inductive heating issues.

300.11 [A][2]: A new last sentence was added to 300.11 [A][2] requiring identification of independent wiring method support ceiling wires in non-fire-rated assemblies.

300.22: Section 300.22 was rewritten to simplify the requirements based on the areas of installation, and a new part (C)(2) was inserted to cover cable trays in other spaces for environmental air (plenums).

300.50 [B]: The interior of enclosures and raceways installed underground are considered wet locations, regardless of the voltage.

Article 310 Ampacity Tables: All tables located within Article 310 were renumbered in NEC – 2011.

Article 310: Article 310 was extensively reorganized for NE-2011.

310.10 [E], Ex. No. 2: Nonshielded cable may be replaced with nonshielded cable (up to 5000 volts) in existing installations in industrial establishments only and under specific conditions.

310.10 [H][1]: Generally, conductors 1 AWG and smaller shall not be run in parallel.

310.10 [H][6]: Sizing requirements for equipment bonding jumpers installed in parallel are based on 250.102, not 310.10 (H)(1).

Table 310.15 [B][2][a]: The ambient temperature correction factor table has been relocated to a new Table 310.15 (B)(2)(a).

Table 310.15 [B][3][a]: The first column heading has been changed from “Number of Current-Carrying Conductors” to “Number of Conductors” in Table 310.15 (B)(3)(a).

310.15 [B][3][c]: All types of circular raceways are subject to these temperature correction factors of 310.15 (B)(3)(c).

Table 310.15 [B][16]: Revisions were made to some of the ampacity values in Table 310.15 (B)(16) (formerly Table 310.16).

Table 310.60 [C][4]: A new temperature correction factor table for conductors rated over 2000 volts was added 310.60 (C)(4).

314.27 [A]: Revisions were made to the requirements for boxes at luminaires and lampholders for clarity.

314.27 [C]: Ceiling-mounted outlet boxes in single or multi-family dwellings with “spare” switch-leg conductors installed require a ceiling box listed for sole support of a ceiling fan.

314.28 [E]: New provisions were added to permit and provide guidelines for the installation of power distribution blocks in pull and junction boxes.

320.2: The definition of Type AC cable has been revised.

328.14: Type MV cable is now required to be installed, terminated and tested by qualified persons.

334.10 [1]: Type NM cable can now be used in attached or detached garages and in one- and two-family dwelling storage buildings without concealment behind a finished 15-minute rating thermal barrier.

338.10 [B] [4][a]: Type SE cable is subject to Part II of Article 334, excluding 334.80 (allowable ampacity).

342.30: Short raceways [450 mm (18 in.) to 900 mm (36 in.)] no longer require additional support.

342.46: A bushing is required at IMC conduit in boxes, and so forth, for abrasion protection of conductors, unless the box, fitting, or enclosure is designed to provide this protection.

348.30 [A], Ex. No. 2: New language was added to make it clear that the lengths stated in 350.30 (A) Ex. No. 2: (1)-(3) are applicable only to the unfastened portion of the FMC requiring flexibility after installation.

348.42: Angle connectors for flexible metal conduit cannot be installed where the angle connector itself will be concealed.

352.10 [G]: The terms *homogenous* and *nonhomogenous* were removed from 352.10 (G).

353.10 [6]: A new item (6) for “Uses Permitted” for HDPE conduit was added for temperature rating of conductors used with HDPE.

368.10 (B): Busways are permitted to be installed behind access panels.

380.23: A new section was added to Article 380 to address field-assembled multioutlet assemblies and the installations of insulated conductors on cables.

Article 392: Article 392, Cable Trays, was reorganized to be similar to the other Chapter 3 wiring method articles.

392.18 (H): A new warning label is now required for cable trays that contain conductors rated over 600 volts.

Article 399: A new article has been added to cover installations of outdoor, overhead conductors rated over 600 volts.

400.5 (A): Flexible cords and cables used in ambient temperatures below 30degrees C (86 degrees F) now require ambient temperature adjustment correction factors.

400.31 (B): Previous 400.31 (B) for shielded cables has been deleted, as there are no cords or cables in Article 400 that are rated for use above 2000 volts.

404.2 (C): A grounded conductor is now required at most switch locations.

404.9 (B) Exceptions to (B): New exceptions were added to mandatory provisions for grounding of switches with nonmetallic yokes and faceplates, when listed as an assembly.

406.4 (D)(4): AFCI protection is now required for replacement receptacles that require AFCI protection elsewhere in the Code.

406.4 (D)(5): Listed tamper resistant receptacles are now required for replacement receptacles that require tamper resistant receptacles elsewhere in the Code.

406.4 (D)(6): Listed weather resistant receptacles are now required for replacement receptacles that require weather resistant receptacles elsewhere in the Code.

406.9 (B)(1): In use covers for non dwelling unit receptacles installed in wet locations on an enclosure supported from grade will now require hood covers of the "extra duty" type.

406.12: An exception was added to 406.12 to eliminate receptacles specified in 210.52 that are located more than 1.7 m (5 ½ ft) above the floor (and in three other areas) from tamper resistant receptacle requirements.

406.13: Tamper resistant receptacle requirements have been added for guest rooms or guest suites in hotels, motels.

406.14: Tamper resistant receptacle requirements have been added for child care facilities.

408.3 (F): Switchboards and panelboards containing ungrounded systems require identification and field marking.

408.4 (B): Switchboards and panelboards supplied by a feeder (other than one or two family dwellings) are to be marked to indicate where their supply source is located.

409.102 (B): For existing industrial control panels, other busbar arrangements (other than left to right, top to bottom, and so forth) are permitted as long as the busbar phases are permanently marked.

409.104(A): Other equipment (other than switches or overcurrent devices) is permitted to be installed in industrial control panels with adequate wire bending space provided.

409.110(3): Industrial control panels will now be required to be marked if supplied with multiple power supplies.

410.16(A): Revisions were added to clearly permit surface mounted LED luminaires in clothes closets.

410.64: References to rules for luminaires used as raceways have been incorporated into one section of the Code.

410.130 (G)(1): Disconnecting means is required to be added to existing fluorescent luminaires when the ballast is replaced.

422.15 (C): Small metal parts such as screws and rivets of central vacuum outlet assembly are considered items not likely to become energized and do not require connecting to an equipment grounding conductor.

422.30: "Simultaneously" was added to the disconnecting means requirements for appliance.

422.31: Disconnecting means requirements when an appliance contains a motor over 1/8 hp have been revised and clarified.

424.19 (A)(2): Disconnecting means for fixed electric space heating equipment with supplementary overcurrent protection where the heater does contain motor(s) rated over 1/8 horsepower generally are required to comply with Part IX of Article 430.

424.28 (A): Fixed electric space heating equipment is required to be marked for both ac and dc current when the equipment is dual rated for both ac and dc current.

424.39: Electric space heating cables are not to be covered by the unit equipment.

424.44 (G): GFCI protection is now required for cables installed in electrically heated floors of kitchens as well as in bathrooms and in hydromassage bathtub locations.

426.2 Impedance Heating System and 426.31: "Dual-winding" has been changed at both locations to "isolation" transformers, since many transformers have more than two windings.

426.28: The elimination of ground-fault protection of fixed outdoor electric deicing and snow-melting equipment for mineral-insulated, metal-sheathed cable has been deleted.

430.22: Revisions were incorporated to provide clarification as to the application of the 125 percent factor and when to apply it for sizing conductors for a single motor.

430.22 (G): Provisions were added to allow 18 AWG and 16 AWG conductors under specific conditions for small motors.

430.24: The method of calculating motor-circuit conductors for several motors, or motors and other loads, was revised into a list format.

430.52 (C)(7): A new informational note has been added to clarify that a motor short circuit protector is a fusible device.

430.53: Inverse time circuit breakers and fuses are the only permitted means for providing group motor branch-circuit short-circuit and ground-fault protection.

430.53 (C)(1) and (C)(2): Overload device and the motor controller for a group of motors are not required to be listed for group installation, if sized not to exceed the value permitted by 430.52 for a single motor.

430.43 (D)(3): The branch circuit protective devices are now permitted to provide short circuit and ground fault protection for group motor installations and are not required to be identified for group installations.

430.63: "Lighting loads" was replaced with "other loads" to indicate the rating of motor feeder short circuit and ground fault protection, for a motor load applies to more than lighting loads.

430.225 (B)(1): Engineering supervision is required to determine the sizing of overload and short circuit protective devices for motors over 600 volts.

445.19: A revision to this section clarifies the application of tap conductors where multiple enclosures are supplied from a generator.

450.14: New disconnecting means requirements were added for transformers (other than Class 2 or Class 3). 480.2: A new definition for *battery system* and a revision for *nominal battery voltage* occurred at 480.2.

500.2: A new definition for combustible dust has been added at 500.2.

501.30 (B): Equipment bonding jumper is required for flexible metal conduit and liquidtight flexible metal conduit when used in Class I, Divisions 1 and 2 locations.

501.140 (B)(5): Revisions were made to 501.140 (B)(5) to clarify the difference in requirements for cord connectors and attachment plugs between a Class I, Division 1 and a Class I, Division 2 location.

502.130(A)(3): Pendant luminaires in Class II, Division 1 classified areas are permitted to employ flexible cord listed for hard usage as a wiring method when terminated with a listed cord connector that maintains the dust tight ignitionproof protection.

503.10(A)(3): For flexible connection purposes, interlocked armor Type MC cable with listed dusttight termination fittings is now a permitted wiring method for Class III, Division 1 locations.

505.15(B)(1): Revisions have been incorporated into 505.15(B)(1) pertaining to the termination and listed fittings of specific wiring methods in Class I, Zone 1 classified locations.

Table 514.3(B)(1): Revisions to Table 514.3(B)(1) have been implemented to coordinate with Table 8.3.1 of NFPA 30A, *Code for Motor Fuel Dispensing Facilities and Repair Garages*.

514.8, Ex. No. 2: Revisions to the term rigid nonmetallic conduit wiring methods make the Type PVC and Type RTRC conduit terminology consistent with other sections and articles throughout the NEC.

514.11(A): All circuits (including associated power, communication, data, and video circuits) associated with motor fuel dispensing facilities require a means to simultaneously disconnect from the source of supply in the event of an emergency.

517.13(B): Section 517.13(B) was rearranged for clarity and usability, along with clarification of whether the metal box containing receptacles or fixed electrical equipment is required to be directly connected to the insulated copper equipment grounding conductor that is required for grounding at patient care areas.



517.16: The installation of isolated grounding type receptacles in patient care areas of health care facilities is now prohibited.

517.17(B): Revisions and deletion of text were incorporated into GFPE requirements for health care facility feeders as to where the additional levels of GFPE could be installed.

517.18(A): Branch circuits serving patient bed locations of general care and critical care areas are prohibited from being part of a multiwire branch circuit.

517.18(B): A quadruplex configuration of receptacles has been added to the acceptable configuration of receptacles required at patient bed locations of health care facilities.

517.63(A): Battery powered lighting units in anesthetizing locations are permitted to be connected to the critical lighting circuits; and the word "emergency" and the reference to 700.12(F) were eliminated.

517.160(A)(5): At least one distinctive colored stripe (other than white, green, or gray) run along the entire length of the brown, orange, and yellow conductors is required for identification of isolated power circuit conductors.

518.3(B): Except for the GFCI requirements for temporary wiring, all GFCI requirements of the Code apply to temporary display booths at assembly occupancies. This wiring method must meet the GFCI requirement of portable installations.

520.44: Provisions for drop boxes and connector strips have been added to 520.44, along with provisions for re-identifying equipment grounding conductors and grounded conductors of multiconductor extra-hard-usage-type cords and cables in theaters, television studios, and similar areas.

525.5(B)(2): Overhead conductors operating in excess of 600 volts at carnivals, circuses, fairs, and similar events are required to be located a minimum of 4.5m (15 ft) vertically and horizontally away from portable structures.

547.5(G): The omission of GFCI protection for an accessible receptacle supplying a dedicated load where a GFCI protected receptacle was located within 900 mm (3 ft) of a non-GFCI protected receptacle at agricultural buildings has been deleted.

547.9(D): Where an agricultural site is supplied by more than one distribution point, a permanent plaque or directory is required to be installed at each distribution point, regardless of the distance between distribution points.

547.10(B): The bonding conductor for the equipotential bonding plane at agricultural buildings is required to be a solid copper, insulated, covered or bare conductor, not smaller than 8 AWC.

550.13(B): All 125 volt, single phase, 15- and 20-ampere receptacle outlets installed outdoors, in bathrooms, at kitchen countertops, and receptacle outlets located within 1.8 m (6 ft) of a wet bar sink in mobile and manufactured homes are required to be GFCI protected with only the exceptions in 210.8(A) permitted to this rule.

550.15(H): Wiring methods to manufactured and mobile homes have been revised and RTRC has been added as a permitted wiring method under certain conditions.

550.25: AFCI requirements for mobile and manufactured homes have been expanded to include areas such as living rooms, dens, and recreations areas.

551.30(B): Automatic transfer switches listed for emergency systems or optional standby systems are required for generators installed on recreational vehicles.

552.59(A): Outdoor park trailer receptacles and switches must have damp or wet location covers and enclosures in accordance with 406.9 and 404.4.

555.3: GFCI protection on the main overcurrent protective device servicing a marina or boatyard is required, or individual GFCI protection on each branch circuit or feeder is required.

Table 555.12: Table 555.12 has been revised to clearly indicate that the receptacles addressed by the table are shore power receptacles only.

555.13(B)(4)(b): A listed marine power outlet employing terminal blocks/bars is permitted in lieu of a required junction box for portable power cables used for a wiring method at a marina or boatyard.

590.4(B): In use covers for receptacles installed in wet locations on an enclosure supported from grade will now require hood covers of the extra duty type.

590.6(A) & (B): Section 590.6 has been revised into a more user friendly format and will require receptacles on generators (15 kW or smaller) to have integral GFCI protection. The revision will also require in use covers and weather resistant type receptacles in damp and wet locations at construction sites.

600.4: Visibility and durability requirements for marking requirements on electric signs and outline lighting systems have been added.

600.5(B): The branch circuit rating of all types of signs and outline lighting systems (other than neon) is limited to 20 amperes. All signs should be considered a continuous load.

600.7(B)91) Exception: New exception eliminates the requirements for bonding of remote sections of a sign supplied by a Class 2 power source.

600.30 and Part II of Article 600: Skeleton neon tubing, outline lighting, and their secondary wiring are covered by Part II of Article 600.

600.33: New provisions governing the wiring method and materials for light emitting diode (LED) type sign systems have been added to Article 600.

604.6(A)(2) EX. No. 3 to (2): Per a new exception, listed manufactured wiring systems containing unlisted flexible metal conduit of non-circular cross section are permitted as a type of acceptable conduit for manufactured wiring systems.

620.53: A new exception has been added to permit the disconnecting means for an elevator to be in accordance with 430.109(C) where the circuit employs a stationary motor of 2 hp or less.

625.2: The definition of an electric vehicle has been revised to include a plug-in hybrid electric vehicle (PHEV).

625.2: A new definition has been added to Article 625 for plug-in hybrid electric vehicle (PHEV).

625.2: A new definition has been added to Article 625 for rechargeable energy storage system.

626.24(B)(1) Revised language permits the use of conventional GFCI duplex receptacles for GFCI protection of electrified truck parking spaces.

645.2: A new definition for information technology equipment room and an informational note have been added to Article 645.

645.2: A new definition for information technology equipment and a new informational note have been added to Article 645.

645.4: Revisions to 645.4 were made to help clarify that Article 645 is an optional article, and a new item (6) was added to prohibit the installation of equipment and wiring not associated with an ITE room for the purposes of utilizing Article 645 as a design option.

645.10: Disconnecting means requirements for IT equipment rooms have been revised, and they permit the single disconnecting means actuator to be located at an approved alternative location.

645.17: The 42 overcurrent device limitation was removed from 645.17, leaving the quantity of overcurrent devices in a PDU panelboard to the design and listing of the panelboard itself.

645.25: A new section has been added to allow alternate feeder and service load calculations under engineering supervision for IT equipment.

647.7(4) Exception: Conventionally configured receptacles are permitted in machine rooms, control rooms, equipment rooms, equipment racks, and similar locations that are restricted to use by qualified personnel in areas supplied by special separately derived systems for sensitive electronic equipment.

670.5: A new section requires industrial machinery to be installed only where the available fault current does not exceed its marked short-circuit current rating.

680.2: Dry-niche luminaire is permitted to be installed in the floor or wall of a pool, spa, or fountain.

680.2: A new definition has been added to define a low voltage contact limit for low voltage luminaires around pools, fountains and spas.

Table 680.3: A reference for site lighting systems operating at 30 volts or less per 411.4(B) was added to Table 680.3 for clarity and usability.

Table 680.10: Nonmetallic raceways listed for direct burial located under 100 mm (4 in.) of concrete was added to Table 680.10, allowing a minimum burial depth of 150 mm (6 in.).

680.21(A)(5): Flexible cords for cord-and-plug connected pool pump motors for a permanently installed pool must contain a copper equipment grounding conductor not smaller than 12 AWG.

680.21(C): GFCI requirements for permanently installed pool pump motors were relocated and the voltage ratings requiring GFCI protection for these motors was revised to include all voltages from 120 volt through 240 volt.

680.23(A)(3): This revision eliminates GFCI requirements for listed low voltage luminaires that meet the new definition of low voltage contact limit, which replaces the current voltage limit for GFCI protection of over 15 volts.

680.25(B)(1): Pool equipment feeder equipment grounding conductors for a feeder from separately derived systems is to be sized per 250.30(A)(8) but not smaller than 8 AWG.

680.26(B)(1)(b)(1) and 680.26(B)(1)(b)(2): The copper conductor grid (if employed) is required to be bonded at all points of crossing in accordance with 250.8 or other approved means, and it must conform to the contour of the pool, not the pool deck.

680.26(B)(2): A wall or building 1.5m (5 ft) in height or more located less than 1 m (3 ft) from a pool requires equipotential bonding only on the pool side of the permanent wall or building.

680.26(B)(7): All fixed metal parts located within 1.5 m (5 ft) horizontally and 3.7 m (12 ft) vertically of a permanently installed pool must be bonded to the equipotential bonding grid.

680.32: GFCI protection is required for all 125-volt, 15- and 20-ampere receptacles located within 6.0 m (20 ft) of the inside walls of a storable pool.

680.42(A)(1): Liquidtight flexible metal conduit or liquidtight flexible nonmetallic conduit is permitted in lengths up to 1.8 m (6 ft) external to the spa or hot tub enclosure and an additional length under the skirt of a spa or hot tub.

680.43, Ex. No. 2: A new exception to 680.43 eliminates equipotential bonding requirements for listed self-contained spa or hot tub installed indoors above the finished floor.

680.62(B), Exception: Small conductive surfaces of therapeutic rubs not likely to become energized are not required to be bonded.

680.73: A receptacle for a cord- and plug-connected hydromassage bathtub located under the tub and accessible only through an access opening must be installed so that the receptacle face is within direct view from the access opening and is located not more than 300 mm (1 ft) from the opening.

680.74: An 8 AWG or larger solid copper bonding jumper long enough to terminate on a replacement non-double insulated pump motor is required when a double insulated pump motor is employed at a hydromassage bathtub. The bonding jumper is to terminate to the equipment grounding conductor of the branch circuit of the motor.

682.14: Revision provides clarity to the requirements for submersible or floating equipment power connection (s).

682.31: The phrase "or other distribution equipment" was introduced to recognize other types of equipment that a feeder can supply as well as a panelboard.

690.4(S): More than one photovoltaic (PV) system can serve a building or structure as well as other sources of electrical supply.

690.4(B): New separation and marking requirements for photovoltaic (PV) circuits installed in a building or structure were added.

690.4(E): Only qualified persons will be allowed to perform the described work on photovoltaic (PV) systems.

690.4(F): New requirements for visibility, and roof marking requirements on certain photovoltaic (PV) circuits were added.

690.4(H): New recognition for the need for more than one utility interactive inverter on a building or structure.

690.10(E): Plug-in-type overcurrent protection devices for PV systems that are backfed and used to terminate field-installed ungrounded supply conductors are required to be secured in place by an “additional fastener” that requires other than a pull to release the device from the mounting means on the panel.

690.11: New requirement was added to Article 690 for PV system arc-fault circuit interrupter protection.

690.43: The equipment grounding requirements for PV systems have also been rearranged and revised for clarity and usability.

690.47(C): Grounding electrode system requirements for PV systems with both ac and dc grounding electrode systems have been revised. If both ac and dc systems are installed, they must be bonded together for utilization of a common electrode system.

Article 694: A new article was added to cover the requirements for small wind electric systems.

695.3: A revised arrangement of 695.3 provides a more logical approach to the power sources for fire pumps, while providing correlation between Article 695 and NFPA 20.

695.4: Section 695.4 was revised to make it more usable and to remove the perceived conflicts. Titles have been provided to better direct the user of the Code to the specific rule that applies to the specific installation of fire pumps.

695.6: Section 695.6 has been revised, and text from NFPA 20 has been incorporated into the section for usability and clarity.

700.2: A new definition and new requirements for automatic load control relays were added to article 700.

700.10(D)(1): The revision increases the fire rating time from 1 hour to 2 hours for emergency system wiring.

700.12 (F), Ex. No. 2: Emergency lighting for the exterior of an exit door is permitted to be supplied by the unit equipment serving the area immediately inside the exit door.

700.27: Selective coordination of emergency systems is not required when no additional loads are affected by the opening of the second upstream device.

701.6(D): Ground fault indication for legally required standby systems is now required by 701.6(D) and 701.17.

708.10(A)(2) Exception: COPS supplied receptacles are not required to have marking and identification if the COPS system supplies power to a designated critical operations area (DCOA) that is a stand-alone-building.

708.14: Revisions were added to clarify which HVAC, fire alarm, security, emergency communications, and signaling systems cable types at critical operations power system (COPS) facilities require shielded twisted pairs, and which require riser ratings.

725.3(I): A new part (I) was added to 725.3 to give requirements for vertical support of circuit integrity cables and similarly rated conductors.

760.3: References to Article 300 provisions applying to fire alarm circuits were expanded at 760.3.

760.41: Power source for fire alarm circuits was revised to address new marking and identification requirements and the dedicated branch circuit requirements for the fire alarm equipment.

770.2: A new definition for cable routing assembly and the application and installation rules for cable routing assemblies have been introduced in Articles 770, 800, and 820 for the 2011 NEC.

770.100(B)(1): A reference to Section 250.94 and a new informational note have been incorporated into sections in Chapters 7 and 8 that pertain to intersystem bonding terminations.

800.2: A new definition for communication raceway was added to Article 800.

800.100(A)(1): The bonding conductor or the grounding electrode conductor for communication circuits can be insulated, covered, or bare.

800.154 and Table 800.154(a): Application rules for listed communications wires and cables and for communications raceways are covered at 800.154 and the new Table 800.154(A), while installation rules are covered at new 800.113.

Article 810 –Part III 810.51 through 810.58: Provisions for antenna systems for citizen band transmitting and receiving stations were added to Part III of Article 810.

820.100, Exception: A new exception was added at 820.100 which will allow coaxial cable shield to be grounded by a connection to an equipment grounding conductor.

830.44(f): Aerial spans between buildings and “structures” for network powered broadband communications cables are required to have sufficient strength to withstand the loads to which they may be subjected. Aerial cable and the supports or attachment fixtures re required to be “identified as suitable for outdoor aerial applications.”

Article 840: A new Article 840 was added to address premises-powered broadband communication systems.

Chapter 9 – Notes to Tables, Note (5): Optical fiber cables were added to note (5) of Chapter 9, Notes to Tables, for conductor fill requirements.





## **NEC 2014 Summary of Changes**

### Article 100

Code Wide: New articles for the 2014 NEC include Article 393 – Low Voltage Suspended Deiling Power Distribution Systems, Article 646-Modular Data Centers, Article 728 – Fire Resisteive Cable Systems, and Article 750 – Energy Management Systems.

Code Wide: Code wide changes include: Field Applied Hazard Markings, Lockable Disconnecting Means in Article 110, Requirements for dc Systems Integrated throughout the NEC, Use of the Term Switchgear Incorporated throughout the NEC, and Definitions Relocated to Article 100.

Code Wide: Numerous changes were made throughout the NEC from the 600 volts threshold to 1000 volts.

90.1(A): Previous “Intention” of the Code was deleted and incorporated into “Purpose” of the Code.

90.8(B): The words “in one circuit” in the last sentence has been deleted.

Article 100: Definitions of adjustable speed drive and adjustable speed drive system were relocated from 430.2 to Article 100 and revised for clarity.

Article 100: Revision and relocation of the definitions of motor control circuit and control circuit.

Article 100: Definition of selective coordination was revised to improve clarity and readability.

Article 100: Definition of device was revised to indicate that a device is not a conductor.

Article 100: The definition for effective ground-fault current path was revised and relocated from 250.2 to Article 100.

Article 100: Only intersystem bonding conductors are permitted to terminate on the intersystem bonding termination.

Article 100: New Informational Note was added to the existing definition to provide examples of premises wiring systems.

Article 100: The definition of raceway was revised by removing the laundry list of raceways listed in the previous definition.

Article 100: Revised definition to prohibit “the use of tools” when equipment is required to be readily accessible.

Article 100: A new definition for the term retrofit kit was added to Article 100.

Article 100: The definition of separately derived system was revised to clarify that the required grounding and bonding may create a connection between systems and that separately derived systems are not services.

Article 100: The definition of substation was relocated from 225.2 to Article 100 and revised for clarity.

Article 100: The definition of metal-enclosed power switchgear was revised to switchgear.

110.16: Revision to Arc-Flash Hazard Warning ads the words “or factory” to the rule to clarify that the required arc-flash warning label could be applied in the field or at the factory by a manufacturer.

110.21(B): New subsection for Field-Applied Hazard Markings was added for specific requirements for warning labels and similar markings required elsewhere in the Code.

110.24(A)IN: New Informational Note was added to clarify that the available fault current markings are for equipment rating purposes and not for arc-flash hazard analysis as required by NFPA 70E.

110.25: New 110.25 was added in Article 110 to provide consistent requirements at one location for lockable disconnecting means rules.

110.26(C)(3): The ampere value related to provisions for "Personnel doors" for "Entrance to and Egress from Working Space" was lowered to 800 amperes from 1200 amperes. The term listed panic hardware replaces the previous list of specific hardware provided at this requirement.

110.26(E)(2)(a) & (b): Dedicated equipment space is now required for both outdoor installations and for indoor installations.

110.27(A)(4): Revision for "Guarding of Live Parts" increases the elevation of live parts against accidental contact to 2.6 m (8 ½ ft) when voltages range from 301 to 600 volts.

200.4(B): New provisions require grouping the common neutral conductor for multiple circuits with its associated ungrounded conductors when contained in the same enclosure.

200.6(A)(3): Revision permits three continuous white "or gray" stripes along the grounded conductor's entire length on other than green insulation for identification of sizes 6 AWG or smaller.

210.5(C)(2): New branch circuit identification requirements were added for dc systems. Sizes 6 AWG and smaller will be identified by red for positive dc conductors and by black for negative dc conductors.

210.8(A)(7): GFCI protection is required within 1.8 m (6 ft) of all dwelling unit sinks (including kitchen sinks).

210.8(A)(9): GFCI protection is now required where receptacles are installed within 1.8 m (6 ft) of the outside edge of dwelling unit bathtubs or shower stalls.

210.8(A)(10): All dwelling unit laundry areas now require GFCI protection for 125-volt, single phase, 15- and 20-ampere receptacles, regardless of the presence of a sink or the distance from the same.

210.8(B)(8): GFCI protection is required for all 125 volt, single phase, 15- and 20-ampere receptacles installed in all non-dwelling unit garages, service bays, and similar areas (other than vehicle exhibition halls and showrooms).

210.8(D): GFCI protection is now required for all outlets that supply dishwashers installed in dwelling units.

210.12: New provision requires all AFCI devices mandated by 210.12 to be installed in a readily accessible location.

210.12(A): Kitchens and laundry areas were added to the list of areas requiring AFCI protection. AFCI protection was also expanded from outlets only to outlets or devices, which would now include switches, etc.

210.12(A)(1) thru (A)(6): AFCI protection methods were expanded and language was put into a list format. Provisions for outlet branch circuit (OBC) AFCI devices were expanded.

210.12(B) Exception: Existing branch circuit conductors can be extended up to 1.8 m (6 ft) without AFCI protection where no additional outlets or devices are installed for when modified or extended.

210.12(C): Dormitory units will now require AFCI protection.

210.13: GFP of equipment is now required for branch-circuit disconnects meeting provisions described at 230.95.

210.17: Outlet(s) installed for the purpose of charging electric vehicles are required to be supplied by a separate branch circuit with no other outlets.

210.52(E)(1) & (E)(2): The requirements for outdoor receptacles at dwellings have been revised to permit the required receptacle outlets to be “readily accessible from grade.”

210.52(E)(3): The requirement for a receptacle located at “Balconies, Decks, and Porches” has been revised to require the balcony, deck, or porch to be attached to the dwelling, and to eliminate the requirements for the outdoor receptacle outlet to be installed “within the perimeter of the balcony, deck or porch”.

210.52(C): Receptacle provisions for basements, garages, and accessory buildings were revised into a list format. A branch circuit supplying garage receptacle(s) is to supply only the garage. Receptacles are required for each car space in a garage.

210.64: New provision requires 125-volt, single phase, 15- or 20-ampere receptacle outlet to be installed at electrical service areas.

Table 220.3: A new line item was added to Table 220.3 for “Electric Vehicle Charging Equipment” and a reference to 625.14.

221.12 Exception: New exception to “Lighting Loads for Specified Occupancies” will permit lighting loads to be calculated in accordance with locally adopted energy codes.

225.52(A): Revision correlates location and operating requirements for outside branch circuit and feeder disconnecting means operating at over 1000 volts with that of service disconnecting means.

230.30: Section 230.30 was divided into two sub-sections (A) Insulation and (B) Wiring Methods, and a list of acceptable wiring methods for underground service conductors was added.

230.44: Cable trays containing service entrance conductors are required to include warning labels, spaced at intervals not to exceed 3.0 m (10 ft).

230.82(3): For “Equipment Connected to the Supply Side of Service Disconnect,” provisions for a meter disconnect switch were revised by adding a label requirement to indicate “METER DISCONNECT NOT SERVICE EQUIPMENT.”

240.21(B)(1): Tap conductor ampacity for feeder taps not over 3 m (10 ft) long is to be not less than the rating of the equipment containing an overcurrent device(s).

240.87: Title was changed to “Arc Energy Reduction” and the section was revised for usability and formatted into subdivisions.

250.8(A): The permitted methods for connecting equipment grounding conductors, bonding jumpers, etc. to such things as enclosures were expanded to one “or more” of the methods described at 250.8(A).

250.21(C): Ungrounded systems are to be legibly marked “Caution Ungrounded System Operating -- \_\_\_\_\_ Volts Between Conductors”.

250.24(A)(1): References to overhead service conductors and underground service conductors have been added to sections where needed in Article 250.

250.64(B): New provisions were added to clarify that grounding electrode conductors and grounding electrode bonding jumpers are not required to comply with 300.5 for underground installations.

250.64(D)(1): “Common Grounding Electrode Conductor and Taps” was revised to address busbar specifications and where buildings or structures are supplied by a feeder or a service.

250.64(E): Requirements for raceways and enclosures for grounding electrode conductors are broken into four (4) list items for clarity.

250.66(A) and (B): Clarification to the term sole connection makes it clear that this sole connection is related to the grounding electrode conductor itself and not to the number of specified electrode(s) involved.

250.68(C)(2): Provisions for metal structure steel used as a conductor to interconnect electrodes have been revised. The title of 250.68(C) has been changed to “Grounding Electrode Connections.

250.68(C)(3): An extension from a concrete encased electrode has been recognized for connection of grounding electrode conductors. The title of 250.68(C) has been changed to “Grounding Electrode Connections.”

Table 250.102(C): New Table 250.102(C) was added to be used for sizing grounded conductors, main bonding jumpers, system bonding jumpers, and supply side bonding jumpers, rather than Table 250.66.

250.122(B): Wire-type equipment grounding conductors are required to be increased in size when the minimum sized ungrounded conductors are increased in size.

250.130(C)(4): Connection to an equipment grounding conductor that is part of another branch circuit that originates from the enclosure where the branch circuit for the receptacle or branch circuit originates is permitted for replacement of non-grounding-type receptacles and for branch-circuit extensions.

250.166: A maximum size requirement for grounding electrode conductor of dc systems was added.

250.167: New section requiring ground fault detection on dc systems was added to “Direct-Current Ground Fault Detection.

250.186: New section for “Ground Fault Circuit Conductor Brought to Service Equipment” was added to require services over 1000 volts to have a grounded conductor to be brought to the service for a grounded system. Ungrounded systems (over 1000 volts) will require a supply side bonding jumper brought to the service.

250.194: New section was added for bonding and grounding metal fences and other metal structures around substations.

285.13: Type 4 component assemblies and Type 5 SPDs are incomplete devices that are only acceptable when provided as part of listed equipment.

Article 300, and 300.1(A): Title to Article 300 has been revised. Similar revision to 300.1, Scope, was made to better reflect what is covered by Chapter 3 and Article 300.

300.6(A)IN: A new Informational Note was added indicating what constitutes “field cut threads”.

300.11(B)(1): Raceways can be used as a means of support where the raceway is identified “as a means of support.”

300.22(C)(1): Cable ties used to secure cables in plenums must be listed as having fire resistant and low smoke producing characteristics.

300.38: Interior of raceways installed in wet locations above grade are now considered go be a wet location for installations of over 1000 volts, nominal.

310.10(H)(2): Parallel conductor installations were expanded to include grouping requirements for induction purposes.

310.15(B)(3)(a) and Table 310.15(B)(3)(a): Titles of 310.15(B)(3)(a) and corresponding tale were changed to “More Than Three Current Carrying Conductors”. Note to Table 310.15(B)(3)(a) was revised to make it clear that the table applies to spare conductors but does not apply to conductors that cannot be simultaneously energized.

310.15(B)(3)(c) EX and Table 310.15(B)(3)(c): Title was revised for clarity and a new exception was added to permit the use of Type XHHW-2 conductors in raceways or cables on rooftops without having to apply an ambient temperature adjustment correction factor.

310.15(B)(7): This revision deletes Table 310.15(B)(7) and replaces it with a provision allowing an 83% revision in ampacity for dwelling service and feeder conductors.

314.15: All outlet box hood covers are required to be listed for use in a wet location, not just extra duty outlet box hood covers installed in wet locations.

314.15: New provision was added to permit field-installed drainage openings in boxes or conduit bodies in accordance with the manufacturer’s instructions.

314.23(B): Enclosures can be supported from any structural member, not just from a structural member of a building.

314.25: Drywall screws are not permitted to be used to attach box covers or other equipment fastened to a box. Cover and canopy screws need to be suitable for this purpose.

314.27(A)(1): Requirements of 314.27(A)(1) apply to outlet boxes used to support luminaires and lampholders mounted on vertical surfaces (not just on walls).

314.27(A)(2): Outlet boxes used to support ceiling mounted luminaires that weigh more than 23 kg (50 lb) are now required to be marked, on the interior of the box, with the maximum weight the box will support.

324.41: Carpet squares that cover flat conductor cable (Type ECC) are required to be no larger than 1.0 m (39.37 in.) square.

330.30(B): Type MC cable is permitted to be secured in intervals not exceeding 3 m (10 ft) for vertical installations when listed and identified for such use.



330.30(D)(3): Type MC cable now is permitted to be installed unsupported in lengths not exceeding 900 mm (3 ft) where necessary for vibration reasons or flexibility.

334.40(B): Nonmetallic-sheathed cable interconnectors have been recognized to be used without a box and concealed where used for “repair wiring” rather than “rewiring” in existing buildings.

344.2 and 344.100: Definition of rigid metal conduit was revised by removing the last two existing sentences and relocating this permitted construction material text to a new 344.100, Construction.

348.30(A) Ex. No. 4: Revision to Exception No. 4 for “Securely Fastened” clarifies that listed flexible metal conduit fittings are permitted as a support means for the purpose of applying this exception.

350.42: Only fittings listed for use with LFMC shall be used with LFMC. Straight LFMC fittings are permitted for direct burial where marked.

356.12: Deletion of previous 356.12(4) will no longer limit LFNC to 600 volts and below applications.

Article 370: Article 370, Cablebus, was reorganized to more closely follow the Chapter 3 parallel numbering system format.

376.22(B): Ampacity adjustment factors for more than three current-carrying conductors in a raceway shall only apply to metal wireways where the number of current-carrying conductors exceeds 30 at any cross section of the wireway.

376.56(B)(1) and (B)(5): Power distribution blocks installed in wireways ahead of the service main (line side) must be listed for the purpose. Also, conductors in wireways are required to be arranged so that power distribution block terminals are unobstructed after their installation.

386.120: Surface metal raceways are now required to have each length identified and marked according to 110.21(A) (manufacturer’s marking requirements).

Table 392.10(A): Table 392.10(A) was revised to reflect and clarify the permitted wiring methods that can be used in cable trays.

392.18(H) and Exception: The marking requirement for cable trays containing conductors rated over 600 volts has been relaxed for industrial establishments with maintenance, supervision, and qualified persons servicing the installation.

392.20(A) and (B): Cables installed in cable trays will be based upon the operating voltage and not the cable rating.

Article 393: A new article was added to address low voltage Class 2 equipment connected to ceiling grids and walls constructed for this purpose.

399.2: The definition of outdoor overhead conductors was revised to include the words “in free air” to ensure that the definition clearly indicated that wiring installed under the scope of Article 399 was not installed in raceways, etc.

400.4: The use of flexible cords and flexible cables not described in Table 400.4 requires the permission of the AHJ.

400.5(A): Temperature correction factors apply to ampacity values for flexible cords and cables in both Table 400.5(A)(1) and Table 400.5(A)(2).

400.6(A): Standard marking requirements for flexible cords and cables are now required to include the maximum operating temperature of the flexible cord or cable.

400.7(A)(11): A flexible cord between an existing receptacle outlet and an inlet, where the inlet provides power to an additional single receptacle outlet as a listed assembly is now permitted.

404.2(C): Requirements and exceptions for the grounded conductor at switching locations have been revised into positive text and rearranged into a list format.

404.8(C): Multipole snap switches that are rated not less than the system voltage (whether listed for multiple circuits or not) are no longer permitted to be fed from more than a single circuit.

406.3(E) and Figure 406.3(E): A new marking symbol for receptacle outlets controlled by an automatic control device or by an automatic energy management system. New requirement includes new Figure 406.3(E).

406.4(D): AFCI- and GFCI-type replacement receptacles are required to be installed in a readily accessible location.

406.5(E): Restrictions to prohibit receptacles from being installed in the face up position expanded to all occupancies, not just dwelling units. Listed receptacle assemblies for countertop applications have been recognized for this application as well.

406.5(F): New provisions were added which prohibit receptacles from being installed in a face up position in seating areas or similar surfaces unless they are part of an assembly listed for the application.

406.9(B)(1): Extra duty covers are now required for all 15- and 20-ampere, 125- and 250-volt receptacles installed in a wet location (not just for those supported from grade). This requirement also includes dwelling unit wet location receptacles as well.

406.12: Exception for tamper-resistant receptacles at dwelling units has been expanded to guest rooms and guest suites of hotels and motels and to child care facilities.

406.15: Dimmer controlled receptacles are now permitted for a plug/receptacle combination in listed nonstandard configuration types.

Article 408 and 408.1: The title of Article 408 was changed to “Switchboards, Switchgear, and Panelboards”, and the scope of Article 408 was revised to reflect this revision.

408.3(E): A new “DC Bus Arrangement” was added for dc ungrounded buses.

408.4(B): A revision was added to indicate that switchboards, switchgear, and panelboards can have more than one source of power.

408.55: Section 408.55 was reorganized into a list format of types of bending spaces. Wire-bending space for rear entry, with a removable cover on the opposite wall of enclosure, is incorporated as well.

409.20: All heating loads – not just resistance heating loads – are required to be calculated when sizing the conductors which supply industrial control panels.

410.6: Listing requirements for luminaires and lampholders have been expanded to retrofit kits.

410.10(F): Luminaires are no longer permitted to be installed within 38 mm (1 ½ in) of the lowest metal deck surface.

410.130(G)(1) Ex. No 4: Exception 4 has been deleted. This exception stated that disconnecting means were not required in industrial establishments that had limited public access and qualified personnel who serviced by written procedures.

422.5: GFCI devices providing protection to appliances in Article 422 are required to be installed in readily accessible locations.

422.11(F)(3): Resistance-type immersion electric heating elements for low-pressure water heater tanks or open-outlet water heater vessels are permitted to be subdivided into 120-amperes circuits and protected at not more than 120 amperes.

422.23: GFCI protection is now required for all tire inflation and automotive vacuum machines provided for public use.

422.49: GFCI protection in the cord or the plug of high pressure spray washing machines was expanded to three-phase equipment rated 208Y/120 volts and 60 amperes or less.

422.51: GFCI protection has been expanded to hard-wired vending machines as well as to cord- and plug-connected vending machines.

424.19: Fixed electric space heating equipment can be supplied by more than one source that can include more than one feeder or branch circuit.

424.66(A) and (B): New provisions were put in place to require limited forms of working space about duct heaters for fixed electric space-heating equipment.

430.22(G): The current referred to within 430.22(G) is the current of the motor and not of the conductors. The term ampacity was removed as motors do not have ampacities; they have current values.

430.52©(5): Semiconductor fuses intended to protect bypass contactors, isolation contactors, and conductors in a solid-state motor control system are permitted in lieu of devices listed in Table 430.52.

430.53(D): Revisions clarify that the 3 m (10 ft) and the 7.5 m (25 ft) tap conductors measurements for a motor are intended to begin from the point of the tap.

430.233: The minimum voltage levels for live parts of motors or controllers requiring guarding against accidental contact by insulating mats or platforms were lowered from 150 volts to ground to 50 volts to ground.

440.9: A wir type equipment grounding conductor is now required for outdoor HVAC equipment in the outdoor portion of the wiring method of LFMC or EMT.

445.11: Marking is required for generators to indicate when the neutral of a generator is bonded to the generator frame.

445.18: Portable generators that employ a cord and plug connection have been added as an acceptable disconnecting means for a generator.

445.20: New GFCI requirements were added for portable generators and associated 125-volt, single phase, 15- or 20-amperes receptacles.

450.10: A grounding and bonding terminal bar in transformer enclosures is not permitted to be installed on or over the vent screen portion of the enclosure.

450.11: Marking requirements for transformers were revised into a list format. Transformers can be supplied at the secondary voltage (reversed wired) only in accordance with manufacturer's instructions.

Article 480: Several changes occurred in Article 480 that resulted in the article's being restructured. New 480.3 was added for "Battery and Cell Terminations". New 480.6 was added for "DC Disconnect Methods". Section 480.9 was revised from "Working Space" to "Battery Locations".

490.48: Requirements for substations were removed from 225.70 in their entirety and relocated at new 490.48(B). New provisions for substations were added at 490.48(A) and (C).

501.40 and Exception: Sections 501.40 and the associated exception dealing with multiwire branch circuits in Class I, Division 1 were deleted entirely.

Article 504: Article 504 was revised to align with intrinsically safe products standards.

Table 514.3(B)(1), Footnote 2 and Figures 514.3(a) and 514.3(b): Footnote 2 following Table 514.3(B)(1) now references Figure 514.3(a) and new Figure 514.3(b).

Article 516: Article 516 was revised and reorganized for the 2014 NEC, including a new title of "Spray Application, Dipping, and Coating, and Printing Processes Using Flammable or Combustible Materials".

517.2 Definitions: Several definitions in Article 517 were revised, deleted, or added.

517.16: Isolated grounding type receptacles are not permitted within patient care vicinity (rather than the entire health care facility).

517.18(A): All receptacles or the cover plate supplied from the critical branch are required to have a distinctive color or marking so as to be readily identifiable. Marking is also to indicate the panelboard and branch circuit number supplying them.

517.18(B): The minimum number of receptacles required for general care area patient bed locations of health care facilities was increased from four to eight.

517.19(B): The minimum number of receptacles required for critical care area patient bed locations of health care facilities was increased from six to fourteen.

517.19(C): New 517.19(C) was added requiring a minimum number of 36 receptacles in an operating room of health care facilities.

517.30(B): The use of, and term, emergency systems has been eliminated from Article 517, leaving only the essential system with the three separate branches: critical, life safety and equipment. The diagram in Figure 517.30, No. 1 has been re-worked to reflect these changes as well.

517.30(E): Cover plates or the receptacles supplied from the essential electrical system are required to have a distinctive color or marking, and must also be supplied with an illuminated face or an indicator light to indicate that there is power to the receptacle.

517.30(G): Overcurrent devices for the essential electrical system do not need to be fully selectively coordinated but only required "coordination" for fault events that exceed 0.1 seconds.

520.2 Definitions: Three new definitions were added to Article 520 to meet demands of new theatre stage lighting technology.

547.2 Definition: Equipotential plane for agriculture buildings is to minimize (not prevent) voltage potentials within the plane and between the plane, grounded equipment, and the earth.

547.5(F): An insulated or covered aluminum or copper equipment grounding conductor is now permitted for underground agricultural building installations.

550.15(H): "Under-Chassis Wiring (Exposed to Weather)" has been revised to allow any raceway or conduit "approved" for a wet location or where subject to physical damage.

551.4(C) New subsection was added to standardize label requirements in Article 551 at one location.

551.71: Every recreational vehicle site equipped with a 50-ampere receptacle is now required to also be equipped with a 30-ampere, 125-volt receptacle.

555.15(B) and (C): An insulated aluminum or copper equipment grounding conductor is now permitted at marinas and boatyards.

590.4(D)2: "Extra duty" covers are now required for all 15- and 20-ampere, 125- and 250-volt receptacles installed at temporary installations in a wet location (not just those supported from grade). This requirement now also includes dwelling unit temporary installation wet location receptacles as well.

590.4(1): Flexible cords and cables must be secured to boxes with fittings "listed for connecting flexible cords and cables to boxes".

590.4(J): Cable assemblies and flexible cords installed as branch circuits or feeders are now prohibited from being installed or laid on the floor or the ground for temporary installations such as construction sites. (This does not include extension cords.)

600.4(E): All signs, outline lighting, skeleton tubing systems and retrofit kits are required to be marked to indicate that field wiring and installations instructions are required (not just section signs).

600.6(A)(1): Disconnect is required to be located at the point feeder(s) or branch circuit(s) supplying a sign or outline lighting system enters a sign enclosure or pole. This new language requires disconnection of all wiring where it enters the enclosure of the sign or pole.

600.7(A)(1): Metal parts of skeleton tubing as well as signs and outline lighting systems are required to be grounded by connection to the equipment grounding conductor of the supply branch circuit(s) or feeder.

610.31: New reference to 430.109, Types of Disconnecting Means, replaces the previous laundry list of types of disconnecting means which was incomplete.

620.21, EX: The cords and cables of listed cord- and plug-connected equipment are not required to be installed in a raceway in hoistways, escalators, moving walkways, etc.

620.51(C)(1): Both fused and non-fused motor circuit switches are allowed when motor controllers are installed within the elevator hoistway and are not supplied with a means for protection from internal short circuits.

Article 625: Article 625 was renumbered and reorganized to provide a logical sequence and arrangement.

630.13: Revision requires the arc welder disconnect be marked to “identify” what the disconnect actually disconnects rather than requiring the disconnect be “identified”.

645.14 and 645.15: This revision divides the grounding requirements for information technology equipment into two separate sections: one for equipment grounding and bonding, and new provisions for systems grounding.

645.27: All overcurrent devices in critical operations data systems are required be selectively coordinated with all supply-side overcurrent devices.

Article 646: A new article was added entitled, “Modular Data Centers”.

680.2: Definition for storable swimming, wading, or immersion pools has been revised to include storable/portable spas and hot tubs.

680.12: Fountains were added to requirements for “Maintenance Disconnecting Means”.

680.21(C): All single phase, 120-volt through 240-volt outlets supplying pool pump motors now require GFCI protection (regardless of ampacity).

680.22(A)(1): At least one 125-volt, 15- or 20-ampere receptacle on a general purpose branch circuit must to be located not less than 1.83 m (6 ft) from, and not more than 6.0 m (20 ft) from the inside wall of all permanently installed pools (not just dwelling unit pools).

680.22(A)(2): Receptacles that provide power for pool pump motors located between 3.0 m (10 ft) and 1.83 m (6 ft) from the pool no longer are required to “employ a locking configuration”.

680.22(B)(6): Specific low voltage luminaires are now permitted to be installed within 1.5 m (5 ft) of the inside walls of permanently installed pools.

680.25(A)(1), EX: The exception allowing an “existing” feeder between an “existing” remote swimming pool panelboard and service equipment to be run in flexible metal conduit or an approved cable assembly has been revised to allow this exception for any feeder and remote swimming pool panelboard. Cable assembly is required to have an “insulated” EGC.

680.26(C) The requirement for “bonding “ of pool water has been revised.

680.42(B): Equipotential bonding of perimeter surfaces is not required for outdoor spas and hot tubs with (4) specific conditions that must be met.

680.57(B): GFCI protection is required for either the branch circuit or feeder supplying electric signs installed within a fountain, but not both.

690.2 Definitions: Two new definitions were added to Article 690: DC to DC Converter and Direct Current (dc) Combiner.

690.5(A): Requirements for ground-fault protection devices or systems for PV systems were revised into a list format. This ground fault protection device or system must also be listed for providing PV ground fault protection.

690.7(F): A new subsection was added for “Disconnects and Overcurrent Protection” at 690.7, Maximum Voltage, dealing with batteries and other energy storage devices.



690.9: “Overcurrent Protection” requirements were revised for clarity by grouping similar overcurrent protection requirements for PV systems together in order to make Article 690 easier to use.

690.10(E): “Utility-interactive systems” were removed from the requirements of having to have back-fed circuit breakers secured in place by an additional fastener. “Multimode” inverter output in stand alone systems was added to the requirement.

690.12: New provisions were added for rapid shutdown of PV systems on buildings.

690.31: Section 690.31 was revised and reorganized for clarity and to bring PV wiring methods to one location.

690.35(C): Ground-fault protection for ungrounded PV systems is required to be listed.

690.41: System grounding requirements for PV systems have been revised into a list format for clarity.

690.47(D): An auxiliary grounding electrode system is required to be installed in accordance with 250.52 and 250.54 at all ground and pole mounted PV arrays and as close as practicable to roof mounted PV arrays.

690.81: New 690.81 was added for listing requirements for PV wire used with systems over 600 volts but not exceeding 2000 volts.

Article 694: The title, scope and appropriate text throughout Article 694 were revised by removing the word “small”, leaving the subject of the article simply “Wind Electric Systems.”

700.8: Listed surge protective devices (SPD) are now required for emergency systems.

700.12(F): Section 700.12(F) was reformatted into a list. For emergency systems, a separate branch circuit for unit equipment that is permitted (by exception) in a separate and uninterrupted area supplied by a minimum of three normal lighting circuits cannot be part of a multiwire branch circuit.

700.19: Branch circuits for emergency power or lighting are restricted from being part of a multiwire branch circuit.

700.24: Emergency system luminaires and all external bypass controls are required to be individually listed for use in emergency systems.

700.27: A licensed professional engineer or other qualified persons must design and select the selective coordination of the overcurrent protective devices for emergency systems.

702.7(C): Where an optional standby systems power inlet is used for a temporary connection to a portable generator, a warning sign is required to be placed near the inlet to indicate the type of derived system involved (bonded neutral or floating neutral).

702.12: Portable generator (rated 15 kW or less) using a flanged inlet or other cord- and plug-type connection is not required to have a disconnecting means where ungrounded conductors serve or pass through a building or structure.

705.12(D): Section 705.12(D) covering “Utility-Interactive Inverters” was reorganized for clarity.

708.52(D): Section 708.52(D) was revised to require separation of GFP time-current characteristics to conform to manufacturer's recommendations.

725.2: New definition was added for power-limited tray cable (PLTC).

725.3(K) and (L): Two new conditions were added to "Other Articles" applying to Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits.

725.154 and Table 725.154: Section 725.154 and subsections were revised and reference new Table 725.154 entitled "Applications of Listed Class 2, Class 3, and PLTC Cables in Buildings".

725.179(F): Section 725.179(F) has been split into two list items for establishing cable survivability. Cables are tested either as C1 cables or as part of an electrical circuit protective system.

Article 728: New article entitled "Fire-Resistive Cable Systems" has been added to address installations of fire-resistive cables.

Article 750: New article, "Energy Management Systems," was added to address the types of loads permitted to be controlled through energy management systems.

760.24: "Mechanical Execution of Work" requirements for fire alarm systems have been divided into two subsections and requirements for circuit integrity (C1) cables added.

770.110: The title of 770.110 was revised to "Raceways and Cable Routing Assemblies for Optical Fiber Cables." New 770.110(C) was added to include provisions for "Cable Routing Assemblies."

770.154 and Table 770.154(a): Revisions to 770.154 and Table 770.154(a) delete references to raceways and cable routing assemblies.

770.180: New 770.180, Grounding Devices has been added for listing requirements (or be part of listed equipment) for grounding devices used for optical fiber cables.

800.2: Definition of point of entrance has been revised by deleting "connected by a bonding conductor or grounding electrode in accordance with 800.100(B).

800.12: A new definition and new provisions have been added for Innerduct.

800.179(G): A revision to 800.179(G) will now contain listing requirements for an "Electrical Circuit Protective System". A new definition for electrical circuit protective system has also been added to 800.2.

800.182: Revisions have occurred at 800.182(A), (B), and (C) as to the specific cable routing assembly being discussed in each subsection. Three Informational Notes have been deleted and replaced with one Informational Note.

810.6: Listing requirements for "Antenna Lead-In Protectors" have been added to Article 810. 820.3: New subsections for "Wiring in Ducts for Dust, Loose Stock, or Vapor Removal" and "Equipment in Other Space Used for Environmental Air" have been added to 820.3.

820.47(A): Underground coaxial cables are required to be sectioned off from electric light, power, Class 1, or "non-power-limited fire alarm" circuit conductors.

830.24: Nonmetallic cable ties and other nonmetallic cable accessories used to secure and support network powered broadband communications cables are required to be listed as having low smoke and heat release properties.

Chapter 9 Tables: Table 1: Table was revised to include provisions for cables as well as conductors.

Chapter 9 Tables: Notes to Tables: Note (10): New Note (10) was added addressing the values for approximate conductor diameter and area shown in Table 5.

Chapter 9 Tables: Table 4: Table 4 was rearranged with "Over 2 Wires 40%" as the first column after "Trade Size."

Chapter 9 Tables: Table 5: Table 5 has been rearranged by prepositioning the "Approximate Area" column next to "Size (AWG or kcmil)" column.

Example D7 (Example using 310.15(B)(7): New Example D7 was added to informative Annex D describing how to apply revised 310.15(B)(7) by using a .83 percentage factor rather than the former Table 310.15(B)(7)

Annex J: New Informative Annex J, ADA Standards for Accessible Design, was added to assist in usability and to provide information about ADA electrical device mounting heights, etc.



## SIGNIFICANT CHANGES TO THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE

### PART 1 ADMINISTRATION

Table of Contents: The 2012 IECC was completely reorganized and renumbered for an easier and more user friendly format. Although the format has changed, there should be little to no practical difference in the application and utilization of the code, other than it should be easier to identify specific code provisions. CLARIFICATION

C101.2/R101.2: The 2012 IECC has divided the Commercial and Residential Provisions into two separate documents. The Scoping statement in both has been expanded to include building sites and associated systems and equipment. CLARIFICATION

C101.3/r101.3: The 2012 IECC has expanded the Intent statement from “effective use of energy” to “effective use and conservation of energy over the useful life of each building.” CLARIFICATION

Section 202: Most new definitions in Chapter 2 are almost identical in the Commercial and Residential sections. The author has taken the liberty of identifying the category where the definition will generally be most applicable. New definitions in this document are those that were not included in the 2009 IECC, but are now found in the 2012 IECC. CLARIFICATION

Section 202: Modified definitions in this document were included in the 2009 IECC, but have been modified in the 2012 IECC. CLARIFICATION

Sections 202 and C402.2.2.1: Multiple definitions in this document were included in the 2009 IECC, whereas in the 2012 edition the format change might have the potential of conflicting definitions. One term found in the Commercial Provisions of the 2012 IECC (Above grade wall) has multiple definitions of significance. CLARIFICATION

Tables C303.1.3 (3) and R303.1.3 (3): Visual transmittance (VT) values are new to Table 102.1.3 (3). VT is the ratio of visible light entering the space through the fenestration product assembly to the incident visible light. VT includes the effects of glazing material and frame, and is expressed as a number between 0 and 1. A “0” is opaque; a “1” is totally transparent. CLARIFICATION

### PART 2 – COMMERCIAL ENERGY EFFICIENCY

C401.1: Understanding the magnitude of change in this section is perhaps one of the most crucial tasks that must be achieved prior to this code. This section provides compliance options. CLARIFICATION

C401.2.1: This new section provides that additions, alterations, and repairs to existing buildings are required to comply with the ANSI/ASHRAE/IESNA 90.1 or the prescriptive requirements of the IECC.

#### **ADDITION**

Section C402: In earlier versions of the Energy Codes, the Commercial section focused primarily on obtaining savings through the mechanical, lighting, and service water heating systems, with the building

thermal envelope being regulated significantly less stringently than a residential counterpart in the same climate zone. In the 2012 IECC, the Commercial Building Thermal Envelope performance requirements are similar to the Residential provisions. CLARIFICATION

C402.2: Thermal performance values have changed, which will reflect in the overall performance of the building. Section 402.2 added provisions for the installation of continuous insulation. ADDITION

C402.2.1.1: This is a completely new section that addresses the amount of solar heat reflected and radiated from low-sloped roofs in Climate Zones 1, 2, and 3. All low-sloped roofs are required to comply with one or more of the options in Table C402.2.1.1, unless listed in the Exceptions. ADDITION

C402.2.6: There are two significant changes in this section:

- There is a new minimum prescriptive protection requirement for insulation extending away from the building. This new protection requirement for insulation extending away from the building works in conjunction with C303.2.1 Protection of Foundation Insulation. Fig. C402.2.6-1.
- There is a new exception for perimeter insulation with slab-on-grade floors greater than 24 inches below the finished exterior grade.

ADDITION

C402.2.8: This is a new requirement for all radiant floor slabs. The R-3.5 minimum corresponds to Table C403.2.8 MINIMUM PIPE INSULATION, up to 1 ½ inches. See Figure C402.2.8. ADDITION

C402.3: Table C402.3 (Prescriptive) reflects improved fenestration U-factors. 2009 IECC Table 502.3 received a major overhaul, and is now supplemented with SHGC ADJUSTMENT MULTIPLIERS 2012 IECC TABLE C402.3.3.1. ADDITION

C402.3.1: Lighting of occupied space using free sunlight consumes less energy than lighting using purchased electricity. This section provides new regulations for daylighting controls. ADDITION

C402.3.3: The area-weighted option has gone away. Each area with a different projection factor value will be required to be evaluated separately. ADDITION

C402.3.3.1-4: In the 2009 IECC, SHGC adjustment was limited to the values in Table 502.3 and totally dependent on Projection Factor (PF). The 2012 IECC provides additional variables to allow increased design flexibility. These variables include a consideration for:

- Glazing projection factor and orientation
- Glazing that is entirely located not less than 6 feet above the finished floor
- Automatic daylighting controls
- Dynamic glazing

Each separate fenestration product category listed in Table C402.3 and those with dynamic glazing (in each category) shall all be considered separately. ADDITION

C402.4.1: The air barrier requirement is new to the 2012 IECC. Air leakage had previously been limited to a general requirement for sealing the building envelope, along with specific requirements for fenestration and other openings. This has now changed, with prescriptive and/or measurable mandatory requirements. **ADDITION**

C402.4.7: Although the text is largely unchanged, the 2012 IECC clarifies many of the previously unclear issues in application of the vestibule requirement:

- The 2012 code clearly spells out that vestibules are required on doors adjacent to revolving doors.
- The term building entrance door is no longer used, stipulating a clear exception for employee-only doors.

#### CLARIFICATION

C403.2.3: There is no change in the text of Section C403.2; the significant changes occur in subsections C403.2.3 and C403.2.3.2 and in Tables C403.2.3 (1) to (9).

- There is a new column "Heating Section Type," which differentiates electric resistance equipment from other types in some of the tables.
- There are new columns to reference effective dates in some of the tables.
- Some additional equipment types (e.g., through-the-wall, air-cooled) have been added.
- The SEER requirements have been improved.
- Some test procedures have changed.
- Two new tables have been added for heat rejection and heat transfer equipment.

The efficiencies have improved for some of the equipment listed in the previously existing tables.

#### **ADDITION**

C403.2.4.3.3: In the 2012 IECC all HVAC systems are required to be capable of automatically adjusting the daily start time in order to bring the space that is controlled to temperature immediately prior to occupancy. This is in addition to the manual override with timer or occupancy sensor that is required by Section C403.4.3.2. **ADDITION**

C403.2.5.1: The threshold for Demand Control Ventilation (DCV) was reduced from average occupant load of 40 people/1,000 square feet to 25 people/1,000 square feet. There is also an exception added for process loads. **ADDITION**

C403.2.6: The major change in this section is the introduction of new Table C403.2.6, which replaces a single fixed trigger point of 5,000 cfm and 70 percent outside air. **ADDITION**

C403.2.8: The exceptions have been expanded and clarified to include smaller strainers, control valves, and balancing valves and direct buried piping that conveys fluids at or below 60 degrees F. The simple table for pipe insulation-differentiated by fluid type- has been replaced with a more comprehensive table. **RELAXATION**



C403.2.8.1: The 2012 edition provides a new section which codifies the good practice of protecting the installed insulation to maintain its effectiveness. The section wisely prohibits the utilization of adhesive tape as the protective measure. **ADDITION**

C403.3.1: In this section, the most significant change is not in the code text or exceptions, although the exceptions do have some new entries. The real change is in Table C403.3.1 (1), making the requirements far more comprehensive than in earlier editions. **ADDITION**

C403.4.1.3, C403.4.1.4: In the 2012 IECC, economizers are required to be integrated with the associated mechanical cooling system, operate even when additional cooling is required, and provide no-to-minimal impact on the heating system, both of these sections have specific exceptions. **ADDITION**

C403.4.2: In 2012 the minimum motor size for a VAV fan requiring controls is reduced from 10 hp to 7.5 hp and allows vane axial fans with variable-pitch blades.

The 2012 IECC now specifies the location(s) for static pressure sensors.

The final paragraph of Section 503.4.2 was carved off into a new subsection: C403.4.2.2.2. Otherwise, the language is unchanged. **ADDITION**

C404.5: The 2012 IECC clarifies the insulation requirement by removing a possible maximum thickness dimension for insulation on circulating systems. For the first time, heat-traced piping is addressed as an individual item. The insulation requirement for non-circulating systems without heat traps has been clarified.

The controls section has been reworked to clarify that manually controlled circulating systems are required to stop pumping when there is limited hot water demand.

The 2012 IECC replaces “convenience” with ready access, which is improved code language. **ADDITION**

C404.7: The change excludes temporary and above-ground spas from the scope of the regulations, raises the benchmark percentage for site-recovered energy, and sets the criteria for energy-use calculation. **ADDITION**

C405.1: The 50 percent high-efficacy bulb requirement has been increased to 75 percent, excluding all low-voltage fixtures. **ADDITION**

C405.2.1.2: All of the changes in this section are in the exceptions. **RELAXATION**

C405.2.2: This is a new section, replacing Section 505.2.2.2 Automatic lighting shutoff, which was deleted in its entirety. Although this is a new section, most of the control strategies, with the exception of automatic daylighting controls, are retained from the 2009 edition. The exceptions include sleeping units, spaces for patient care, spaces where an automatic shutoff would endanger safety or security, and lighting intended for continuous operation. There are also specific exceptions and conditions for each of these subsections. **CLARIFICATION**

C405.2.2.1: The important points are:

- The 5,000 square feet threshold for automatic controls has been removed and the section applies to all areas of every building, regardless of size.
- The maximum override control area has been reduced from 25,000 square feet and not to exceed one floor to:
  - o 5,000 square feet and
  - o 20,000 square feet, within malls, arcades, auditoriums, single tenant retail spaces, industrial facilities and arenas.
- Emergency egress lighting and lighting controlled by occupancy sensors are specifically exempted from this requirement, in addition to the exceptions found in Section C405.2.2.

#### ADDITION

C405.2.2.2: Classrooms, conference rooms, restrooms, private offices, and all areas 300 square feet or less enclosed by floor-to-ceiling height partitions are required to have occupancy sensors. The sensors shall shut the lights off within 30 minutes of the time it became vacant. If the sensor is used to activate the lighting, it must turn on at a load of 50 percent or less, unless a manual override is utilized or it is otherwise exempted. **ADDITION**

C405.2.2.3: Daylight zones were introduced in the 2009 edition. The concept is quite straightforward; a daylight zone is an area likely to have sufficient sunlight for compliance with the International Building Code minimum lighting requirements during the day, thus allowing the artificial lighting to be reduced or turned off during that time. The additional language limits each daylight zone control area to 2,500 square feet. **ADDITION**

C405.2.2.3.2: The user is allowed to choose from two control methods: continuous dimming or stepped dimming, both of which provide incremental controls of the lighting load. **CLARIFICATION**

C405.2.3: In the 2009 IECC, sleeping rooms were classified separately, and separate control requirements were given. The section has been expanded to include all permanently installed lighting and switched receptacle, deleting the exception for the bathroom. Bathroom lighting is now included in the devices that are to be controlled by the master control device.

This section has also been expanded with the addition of five new application classification, each with its own specific control requirements. The new classifications all require separate switching, and they include:

- Display and accent light
- Lighting in cases used for display
- Supplemental task lighting
- Lighting for nonvisual applications
- Lighting equipment that is for sale or for demonstrations in lighting

#### ADDITION

C405.5.2: In the 2012 IECC the Building Area Method for demonstrating compliance has been joined by the Space-by-Space Method for demonstrating compliance. The building area method table format is not significantly changed. **RELAXATION**

Table C405.5.2.1: The Lighting Power Density budget numbers are unchanged. In the 2009 IECC, the additional power allowance for specific merchandise categories power was included in the Building Area Method. It has been deleted and relocated to the Space-by-Space Method, below. CLARIFICATION

Table C405.5.2: The Space-by-Space Method has been added as a compliance option, including a complete new Table C405.5.2 (2). In 2009, the additional power allowance to highlight specific merchandise categories included a base retail merchandise power allowance of 1,000 watts with allowances for specific categories. The 2012 IECC keeps the same category structure; however, the base power allowance for merchandise has been decreased to 500 watts. ADDITION

C406.1: Section C406 is new to the 2012 IECC. These are additional efficiency package options. If using the prescriptive compliance path, at least one of these options is required in addition to all other code requirements. ADDITION

C406.2: One efficiency option is to continue to utilize off-site generated energy and increase the HVAC efficiency. ADDITION

C406.3: A designer may choose to utilize an efficient lighting system for the entire building as the additional energy efficiency package. From the layout of the table, it appears that this option is available exclusively in conjunction with Table C405.5.2 (1) Building Area Method. To attempt to exercise this option with Table C405.5.2 (2) Space-by-Space Method would be virtually impossible. ADDITION

C406.4: To utilize this option, one must use on-site renewable energy that is equivalent to or greater than:

- 75 Btu, or 0.50 watts per square foot of conditioned floor area. This represents one-half of the energy-use threshold point for a low-energy building, as defined by Section C101.5.2, or
- Three percent of the energy used within the building for non-process loads.

ADDITION

C407.3: Performance-based compliance methodology continues to be consistent with previous edition of the code, however it is impacted by Section 401.2 where *"The building energy cost shall be equal to or less than 85 percent of the standard reference design building"*. This minimum 15 percent improvement in efficiency is required in lieu of the Additional Efficiency Options found in Section C406. ADDITION

C408.1: Although the 2009 IECC had completion requirements, it was not until the advent of the 2012 IECC that commissioning was formally introduced into the code. ADDITION

C408.2: With certain exceptions, this section places additional requirements on the registered design professional, or approved agency, in addition to the requirements of Section C103.2 Information on Construction Documents and Section C408.2.4 Preliminary Commissioning Report.

- Before completion of the final mechanical inspection, the registered design professional is required to provide evidence of commissioning and completion.

- Construction document notes shall clearly indicate provisions for commissioning and completion requirements in accordance with this section.
- Copies of all documents shall be given to the owner and made available to the code official upon request.
- A written commissioning plan is required.

#### ADDITION

C408.2.2: With certain exceptions for smaller systems, both air and hydronic systems shall be balanced. Balancing by throttling is prohibited unless the throttling has a minimal impact on the power consumption of the motor. **ADDITION**

C408.2.3: Mechanical equipment, including controls and economizers, must be tested, and function properly, prior to approval of the final inspection. **ADDITION**

C408.2.4: The registered design professional or approved agency is required to complete and certify a preliminary report of the commissioning test procedures. Certain information is required, including itemization of uncorrected deficiencies, deferred tests, and conditions for performing the deferred tests. The final mechanical inspection shall not be passed until the building owner acknowledges receipt of the report. The code official may require that a copy of the report be made available for review. **ADDITION**

C408.2.5: There is a deletion and an addition in this section. The mechanical contractor is no longer named as the responsible party for provision of documentation. There is a 90-day timeframe. Documentation requirements have been clearly spelled out to include drawings, manuals (including the name of at least one service agency), system balancing report, and a final commissioning report.

#### ADDITION

C408.3: Functional lighting control testing is now required as part of the commissioning process.

#### ADDITION

## SIGNIFICANT CHANGES TO THE 2012 INTERNATIONAL RESIDENTIAL CODE – CHAPTER 11

N1101: The IRC energy efficiency provisions have been replaced with the applicable residential requirements of the International Energy Conservation Code. CLARIFICATION

Note: This chapter is copied directly from the 2012 International Energy Conservation Code, Part I – Residential. Therefore, the Significant Changes does not provide descriptions of any changes. Although we will be proposing to adopt Chapter 11 of the IRC in lieu of the IECC – Residential section, the following sections are from the “Significant Changes to the 2012 International Energy Conservation Code – Part 1 – Residential” book.

Table R402.1.1: The prescriptive insulation and fenestration Table R402.1.1 has been modified with half of the values left unchanged. ADDITION

Table 402.1.1: As always the footnotes are as important as the table they modify.

- Footnote a notes the reduction in R-value when batt insulation is compressed.
- Footnote b allows the exclusion of certain skylights from the Solar Gain Heat Coefficient (SHGC) requirements in Climate Zones 1 to 3.
- Footnote h has been completely reworked to allow for consistent sheathing thickness while maintaining wall bracing.
- Footnote j, regarding impact rated fenestration, has been deleted.

ADDITION

Table R402.1.3: The prescriptive Equivalent U-Factor Table has been modified; even so, half of the values are unchanged. ADDITION

R402.2.3: The 2012 IECC contains the first eave baffle requirements found in the IECC. ADDITION

R402.2.6: The Exception in 2009 IECC which allowed a reduction in R-value in Climate Zones 1 and 2 has been removed. The R-values for steel-framed walls have changed significantly. ADDITION

R402.2.12 and R402.3.5: In the 2012 IECC, the wall separation provision was clarified; the word “new” was deleted from the wall provisions. “New” remains in the fenestration section and the U-factors have been slightly reduced. The section was also revised to make it clear that these provisions do not apply to spaces that are not thermally isolated. CLARIFICATION

R402.4.1: There is now no option for testing OR visual inspection. The requirement is now testing AND visual inspection. The code official is authorized to require an approved third party to inspect and verify. ADDITION

R402.4.1.2: The 2009 IECC introduced testing as an option. The 2012 IECC deletes the option and makes both inspection and testing mandatory while increasing the tightness requirements. It should be

noted that in most, if not all, cases, mechanical ventilation will be required in houses that meet the air tightness requirements. **ADDITION**

R402.4.2: The 2012 IECC has relocated the gasketed doors requirement from the text of the code, to Table R402.4.1.1. A requirement for tight-fitting flue dampers has been added. **ADDITION**

R403.2: In order to properly address the changes in this section, the comments are broken into two portions. This first portion addresses construction and sealing. The second will address tightness verification.

- In order to understand the intent of this provision, the reader should become familiar with the referenced sections of the IRC and IMC; they are NOT identical. Although the referenced codes are not identical, they do result in substantially similar construction:
  - SMACNA HVAC Duct Construction Standards – Metal and Flexible and NAIMA Fibrous Glass Duct Construction Standards are referenced.
  - UL-181 A listing is required for Duct Board construction.
  - UL-181B listing is flexible construction
  - Unlisted duct tape is prohibited on any duct.
  - An exception for certain longitudinal seams (found in this section's exceptions).
- The three exceptions, new to the IECC, are common with the 2012 IRC (\*including the one found in the IMC).
- Affected
  - Air-impermeable spray foam products
  - Where a duct connection is made partially inaccessible
  - \*Continuously welded and locking longitudinal joints.
- Air handlers shall have the manufacturer's designation for an air leakage of no more than 2 percent.
- Building framing cavities may not be used as ducts or plenums (supply or return).

**ADDITION**

R403.2: In order to properly address the changes in this section, the comments are broken into two portions. The first portion (above) addressed construction and sealing. This second will now address the changes in tightness verification.

- In the 2009 IECC, there were two acceptable methods:
  - Leakage to outdoors, utilizing both a blower door and duct blower.
  - Total leakage, pressurizing the ducts only. In the 2012 IECC, total leakage is the only acceptable test method.
- The allowable leakage performance numbers have been improved.

**ADDITION**

R403.3.1: The 2012 edition provides a new section which codifies protection of the installed insulation to maintain its effectiveness. **ADDITION**

R403.4: The insulation provisions have been changed, increasing the minimum R-value to R-3 and there is now a list of specific situations where insulation is required, detailed in Table R403.4.2. **ADDITION**

R403.5: 2012 International Residential Code Section R303.4 mandates mechanical ventilation in any building that has less than five air changes per hour at 50 Pascals. IECC Section R402.4.1.2 allows a maximum of 5 ACH/50 in any residential building. It is very unlikely that many residential buildings will have EXACTLY 5.00 ACH/50 in a testing environment. The practical outgrowth of this change is that mechanical ventilation with appropriate dampers is required in virtually every residential building.

ADDITION

R403.5.1: Simple efficiency requirements have been included. ADDITION

R403.6: The reference throughout the International Residential Code has been replaced by a direct statement of the requirement. ADDITION

R403.9: The section title and content of the text are revised to make it clear that in-ground permanently installed spas are intended to be included, while portable above-ground spas are not. Insulated pool covers are no longer required. CLARIFICATION

R404.1: There are two ways to calculate compliance: lamp count and fixture count. The 75 percent calculation is made for all electrical lighting fixtures that are not covered by the low-voltage exception. Both interior and exterior lighting are included. Fuel gas systems may not have constantly burning pilot lights. ADDITION

R405.3: It should be noted that the Commercial provisions require computer modeled performance 15 percent better than the standard reference design, the Residential provisions do not. CLARIFICATION

Table R405.5.2 (1): The basic principles of this section remain the same, with the significant changes primarily limited to technical details that clarify the acceptable compliance methodology. CLARIFICATION



## SIGNIFICANT CHANGES TO THE 2012 INTERNATIONAL RESIDENTIAL CODE

R105.2: Fences up to 7 feet high are now exempt from permit requirements. **RELAXATION**

R202: Definitions for structural composite lumber have been added to Chapter 2. **CLARIFICATION**

R301.2.1: Revisions to the section titles and text clarify the intent and application of the wind provisions. New maps update the nominal wind speeds for the United States to correlate with the 2010 edition of ASCE 7 and define the high-wind regions that require structural design in accordance with one of the referenced standards. The threshold of 100-mph wind speed in hurricane-prone regions has been deleted to provide for consistent application of the wind provisions and to correspond to the new wind maps. The prescriptive provisions related to wind loads apply to buildings in regions with a wind speed of less than 110 mph. **CLARIFICATION**

R301.2.1.2: Windborne debris regions are now defined in a new map. Revisions to the text clarify that protection from windborne debris is required for all exterior glazing in a building, not just windows. **CLARIFICATION**

R301.2.2: The general rule and exception for application of the seismic provisions to buildings regulated by the IRC have been replaced by separate rules for one- and two-family dwellings and townhouses to clarify the intent. **CLARIFICATION**

Table R301.5: The terminology related to live loads has been updated for consistency with ASCE 7-10. Footnotes b and g pertaining to attic live loads have been revised to clarify the application. **CLARIFICATION**

R302.1: The minimum clearances to lot lines have been reduced from 5 feet to 3 feet for unrated exterior walls when the dwelling is protected with a fire sprinkler system. The code now permits construction of unrated exterior walls on the lot line when all dwellings in the subdivision are protected with automatic fire sprinkler systems and the opposing lot maintains a minimum 6-foot clearance from the common lot line. **RELAXATION**

R302.2.2: When a parapet is not installed, openings and penetrations of the roof are no longer permitted within 4 feet of the separating wall between townhouse dwelling units. **ADDITION**

R302.5.1: Doors between the garage and dwelling unit now require self-closing devices. **ADDITION**

R303: When used for satisfying the ventilation requirements for dwellings, mechanical ventilation must now comply with new provisions in Section M1507 for whole-house ventilation of habitable rooms and local exhaust of bathrooms. A whole-house mechanical ventilation system is now required for any dwelling that is tested with a blower door test and determined to have an air infiltration rate of less than 5 air changes per hour. Definitions for whole-house mechanical ventilation system and local exhaust have been added to Section R202. **ADDITION**

R303.5: The minimum vertical clearance between a contaminant source and an outdoor air intake below has increased from 2 feet to 3 feet. **ADDITION**

R308.4: The provisions for hazardous locations related to the installation of glazing have been reorganized for ease of use and consistent application. Each item in the numbered list of hazardous locations has been placed in a separate subsection and given a descriptive title. **CLARIFICATION**

R308.4.5: The separate provisions regulating glazing near tubs and swimming pools have been consolidated into one subsection titled Glazing and Wet Surfaces. **CLARIFICATION**

R308.4.6: For glazing that is not considered to be in a hazardous location, the rule for the minimum height above a tread at the side of a stairway is now 36 inches to correspond to the height of a guard as previously found in the exception. Other revisions to the text clarify the meaning and application of the glazing requirements at stairways. **RELAXATION**

R308.4.7: The provisions for glazing installed near the landing at the bottom of a stairway have been revised to clarify the application. The threshold for the minimum height above the walking surface is now 36 inches for determining that the glazing is not in a hazardous location. **RELAXATION**

R309.5: In a subdivision where all homes are protected with dwelling fire sprinkler systems, nonrated exterior walls of garages are permitted to be constructed on a lot line when the garage is protected with a fire sprinkler system and meets the other conditions of Section R302.1. **RELAXATION**

R310.1: The maximum sill height for an emergency escape and rescue opening is now measured from the finished floor to the bottom of the clear opening. **CLARIFICATION**

R310.2.2: Except for locations with well-drained soils, window wells serving emergency escape and rescue openings now require a means to drain surface water to the foundation drainage system. **ADDITION**

R311.3.1: The exception allowing a floor or landing to be 7 ¾ inches below the top of the threshold at the required egress door now applies to the exterior side of the door only. **ADDITION**

R311.7.5: Reorganization of the provisions for treads and risers places related information in the corresponding sections and creates a separate section for winders. **CLARIFICATION**

R311.7.6: For a turn in a stairway, the IRC now specifically permits angular and curved stair landings with certain dimensions less than 36 inches if the prescribed depth is provided at the walkline and minimum area criteria are satisfied. The maximum vertical rise requirement of 12 feet has been moved from the exception to a new Section R311.7.3. **RELAXATION**

R312: The provisions for window fall protection have been relocated from Chapter 6 to Chapter 3. The terminology for window opening control devices has been updated for consistency with the referenced

standard of ASTM F 290. Operation criteria found in the 2008 edition of the standard have been deleted from the prescriptive provisions of the IRC. CLARIFICATION

R314: The code now specifically recognizes wireless technology in lieu of interconnection for smoke alarm installations in both new and existing dwelling units. The interconnection provisions have been moved out of the sections related to location and power source and placed in a new Section R314.5.

RELAXATION

R315.2: The IRC now specifically recognizes carbon monoxide detection systems with separate detectors and notification appliances installed in accordance with NFPA 720. RELAXATION

R316.4: Reference to a new standard, NFPA 275, replaces references to the previous standards for determining an acceptable thermal barrier material other than ½-inch gypsum wallboard.

CLARIFICATION

R316.5.13: New provisions allow the installation of structural insulated panels and other materials containing foam plastic insulation as part of a floor system without requiring a thermal barrier on the upper surface. The code requires a minimum ½-inch wood structural panel or equivalent material to protect the foam plastic insulation. RELAXATION

R404.1.9: The IRC now includes prescriptive provisions for the construction of isolated masonry pier foundations supporting raised floor systems. ADDITION

R405.1: A filter membrane is now required for perforated foundation drains. ADDITION

R501.3: With some exceptions, the code now requires ½-inch gypsum board or equivalent material to be applied to the underside of floor assemblies in buildings regulated by the IRC. ADDITION

R507: All deck provisions have been relocated to a new section. The prescriptive provisions related to the placement of bolts and lags for deck ledger attachment to the band joist have been revised to correlate with the National Design Specification (NDS) for Wood Construction. CLARIFICATION

R602.1.1: End-jointed lumber used in fire-rated assemblies must have HRA in the grade mark.

RELAXATION

Table R602.3 (1): Table R602.3 (1) now includes requirements for nailing roof trusses to plates, abutting studs at intersecting wall corners, and connection of rim board to sill plates. ADDITION

R602.7, Table R602.7.1: The code now includes prescriptive provisions for single member headers under limited conditions. ADDITION

R602.10, R602.12: The IRC wall bracing provisions provide a prescriptive method for building walls capable of resisting lateral loads caused by high winds and earthquakes. No engineered design is required as long as the building meets the prescriptive limits of the IRC. Section R602.10 has been

substantially rewritten and Section R602.12 has been added to provide a simplified, conservative wall bracing procedure. **ADDITION**

R602.10.1: This section has been reorganized to address braced wall lines only. **ADDITION**

R602.10.2: Information on braced wall panels has been placed in one section. Braced wall panels now may be located up to 10 feet from both ends of the braced wall line. **ADDITION**

R602.10.3: Information on the required length of wall bracing is consolidated into one section. Wind wall bracing adjustments have been placed in a separate table from the bracing requirements based on wind speed. **ADDITION**

R602.10.4: Bracing construction methods and the allowable mixing of bracing methods have been grouped into a single section. Braced wall lines that change from exterior to interior wall lines may now mix bracing methods along the braced wall line. **ADDITION**

R602.10.5: Braced wall panel minimum lengths are combined in Table R602.10.5. Other braced wall panel length information also is placed in this section. **ADDITION**

R602.10.6: This change places all of the alternate braced wall panel methods of the 2009 IRC into one section and adds a new Method BV-WSP, Wall Bracing for Dwellings with Stone and Masonry Veneer in Seismic Design Categories D0, D1, and D2. **ADDITION**

R602.10.6.5: Information on wall bracing with stone or masonry veneer has been moved from Section R602.12 to Section R602.10.6.5 and defines a new method, BV-WSP, wall bracing for dwellings with stone and masonry veneer in Seismic Design Categories D0, D1, and D2. **ADDITION**

R602.10.7: Braced wall line end conditions for continuous sheathing have been placed in one section. A fifth end condition is defined for braced wall panel connections. When a 48-inch braced wall panel is at the end of a wall line, the intersecting wall line does not require a return panel or hold-down at the corner. **ADDITION**

R602.10.9: Concrete stem walls 48 inches long or less that are less than 6 inches thick require reinforcement similar to narrow masonry stem walls. **ADDITION**

R602.12: This new section offers an alternative method to brace wall lines for detached dwellings located in SDC A, B, or C and townhouses located in SDC A or B. The simplified bracing method is also limited to construction sites with a basic wind speed of 90 mph or less and Wind Exposure Category A or B. **ADDITION**

R602.12.6: This new section provides an alternative for narrow braced panels to be used in place of bracing units when applying the simplified bracing methods of Section R602.12. Construction must comply with the applicable provisions of Section R602.10. **ADDITION**

R607.3: This provision now includes the minimum mortar coverage for wall ties in exposed faces. Wall tie embedment length is clarified. **ADDITION**

R703.7.3.2: Minimum and maximum heights of masonry veneer are established for masonry lintels spanning not greater than 18 feet 3 inches. **ADDITION**

R703.7.4: Tie fastener and air space requirements for anchored veneer have been placed in a new table for ease of use. The veneer tie spacing requirements have been modified for consistency with Building Code Requirements and Specification for Masonry Structures. **CLARIFICATION**

R703.7.4.2: Mortar is no longer permitted to fill the air space behind anchored masonry veneer. **ADDITION**

R703.8: Pan flashing, a newly defined term in the code, is now required for window and door openings when flashing details are not provided by the manufacturer. Additional options include a design by a registered design professional or another method approved by the building official. **ADDITION**

R703.12: Minimum clearance and flashing requirements have been added to apply to the base of adhered masonry veneer on exterior walls. **ADDITION**

R802.7: Text in Section R802.7 has been deleted in favor of referencing Section R502.8.1 for provisions related to cutting, drilling, and notching of solid lumber. Provisions for notching of cantilevered rafters are placed in a new section, and the nominal dimension is replaced by the actual minimum dimension of 3 ½ inches for the remaining portion of the rafter. A new section clarifies the limits for taper cuts on the ends of ceiling joists. Two new figures aid in determining the correct application of cantilevered rafters and ceiling joist taper cut requirements. **CLARIFICATION**

R802.11: The provisions for roof connections to resist wind uplift forces have been updated to current standards and simplified for ease of use. Table R802.11 has been replaced to provide accurate values for both low- and high-slope roofs in Wind Exposure Categories B and C. **ADDITION**

R806: The code now provides an option to omit attic ventilation where climate and experience demonstrate it is not necessary. The provisions for minimum vent area have been revised by placing two exceptions after the general rule to clarify the meaning. The exception for reducing the ventilation area when a vapor retarder is installed on the ceiling now only applies to cold-weather climates. The reduction in vent area based on cross ventilation now requires no less than 40% and no more than 50% (previously 50% and 80%) of the required ventilating area to be placed in the upper portion of the roof and no more than 3 feet below the ridge. The requirement for the upper vents to be at least 3 feet above the eave vents have been removed. **RELAXATION**

R806.5: The added text clarifies that the unvented attic provisions also apply to rafter assemblies typically used for vaulted or cathedral ceilings. References to vapor retarders now specify the applicable class as defined in Section R202. A new sentence clarifies that insulation board installed as an air-impermeable barrier must have the edges sealed to provide a continuous barrier. **CLARIFICATION**

R903.2.1: The general flashing provisions of Chapter 9 now require a kick-out flashing where the eave of a roof intersects a wall to prevent water intrusion into the wall assembly. **ADDITION**

R903.2.2: A new exception clarifies that unit skylights or roof windows must be installed in accordance with the manufacturer's installation instructions, which may not require a cricket even when they exceed 30 inches in width. **CLARIFICATION**

R905.2.7.2: New requirements for installation of roof covering underlayment have been added for high-wind areas where the nominal design wind speed is equal to or greater than 120 mph. An exception exempts adhered underlayment that conforms to ASTM D1970. **ADDITION**

R905.2.8.3: For asphalt shingles, the IRC now recognizes both step and continuous base flashings where sloped roofs meet walls. Where the wall has anchored or adhered masonry veneer, or stucco, the provisions are clarified by referencing the applicable section of the code for counterflashing. **CLARIFICATION**

R905.2.8.5: A roof drip edge is now required for asphalt shingles. **ADDITION**

R907.3: The hail exposure map, related definitions, and the limitations on reroofing in hail zones have been deleted from the code. A new exception clarifies that the reroofing provisions do not require the removal of self-adhered ice barrier underlayment. **RELAXATION**

R1003.9.1, R1003.9.3: New language includes provisions for commonly used masonry chimney caps and rain caps consistent with ASTM C 1283 and C 315. **ADDITION**

R1005.7: Factory-built chimney assemblies must be installed vertically with no offsets greater than 30 degrees. No more than four elbows are permitted within the entire length of the chimney assembly. **ADDITION**

M1301: All pipe, tubing, and fittings used in mechanical systems now require a manufacturer's mark and third-party testing or certification. New definitions supplement the provisions. **ADDITION**

M1411.6: The code now recognizes any approved means to prevent unauthorized access to outdoor refrigerant ports. **ADDITION**

M1502.4: The maximum support spacing for dryer exhaust ducts has increased from 4 feet to 12 feet. Dryer exhaust ducts now specifically require mechanical fastening. Screw fasteners are permitted to penetrate the exhaust duct no more than 1/8 inch. The maximum specified length of dryer exhaust duct has been increased from 25 to 35 feet and now matches the corresponding dryer exhaust provisions of the IMC, IFGC, and the IRC fuel-gas provisions. **RELAXATION**

M1506: Minimum clearances between air exhaust terminations and openings into the building have been introduced into the IRC. **ADDITION**

M1507: Prescriptive design criteria for whole-house ventilation systems have been added to the mechanical ventilation provisions. Mechanical ventilation of kitchens and bathrooms is now described as local exhaust. New definitions for whole-house ventilation and local exhaust have been added to Section R202. **ADDITION**

M1601.1: Stud cavities of exterior walls are no longer permitted to be used for return air plenums. **ADDITION**

M1601.4.1: The IRC provisions for duct connections have been replaced with language from the IMC and now reference the SMACNA HVAC Duct Construction Standards. Unlisted duct tape is not permitted for sealing joints or seams of ductwork. **CLARIFICATION**

M1602.2: The prohibition on taking return air from a garage does not apply to an HVAC system that serves the garage only. Mechanical rooms are no longer listed as prohibited sources of return air. Modification of the 10-foot rule for separation of return air inlets and fuel-burning appliances clarifies that the requirement applies to the draft hood and open combustion chamber of atmospheric burner appliances, not direct vent appliances with sealed combustion chambers. **RELAXATION**

M1901: The provisions for kitchen ranges have been updated to match those for gas-fired ranges in Section G2447. References to Sections M1504.1 and M1505.1 alert the code user to specific provisions related to installation of cooking appliances above ranges and clearances for open-top broiler units. Mandatory code language now clarifies that cooking appliances used in dwellings must be listed and labeled for household use. Commercial cooking appliances are not permitted in dwelling units. **ADDITION**

M2301, M2302: Photovoltaic solar energy systems have been added to the mechanical provisions of the IRC to distinguish them from thermal solar energy systems. **ADDITION**

G2409.1: Gypsum board is now specifically identified as a combustible material for purposes of determining required clearances around gas-fired appliances. **CLARIFICATION**

G2412, G2415: All pipe, tubing, and fittings used in a fuel-gas system now require a manufacturer's mark and third-party testing or certification. New definitions supplement the provisions. **ADDITION**

G2419.4: A new figure illustrates the correct configuration of a sediment trap. Gas-fired decorative vented appliances installed in vented fireplaces and gas fireplaces are not required to be equipped with a sediment trap. **RELAXATION**

G2442.4: For an HVAC system that serves the garage only, return air is permitted to be taken from the garage. The requirement for a 10-foot separation between return air inlets and fuel-burning appliances applies only to the draft hood and open combustion chamber of atmospheric burner appliances, not direct vent appliances with sealed combustion chambers. **RELAXATION**



P2503.5.1: The IRC no longer permits air testing of plastic piping in DWV systems. **ADDITION**

P2601.2: Waste water from lavatories, bathtubs, showers, clothes washers, and laundry trays is now defined as gray water and is permitted to be discharged to an approved gray-water system.

**RELAXATION**

P2603.4: A sleeve or relieving arch is not required for pipes passing under a footing. **RELAXATION**

P2606: Provisions for sealing pipe penetrations of the building envelope have been placed in a new section and revised to more precisely prescribe the approved types of materials and their correct application. The new language also correlates with the provisions for sealing against air leakage in the International Energy Conservation Code. **ADDITION**

P2609.1, P2609.4: Pipe, fittings, and plumbing components are required to meet the marking requirements of the applicable referenced standard in addition to bearing the identification of the manufacturer. The code now requires all plumbing products and materials to be listed by a third-party certification agency. Table 2608.4 and third-party testing requirements have been deleted. **ADDITION**

P2702.1, P2706.1: The definition of plumbing fixture has been revised to include receptacles and devices that discharge to the drainage system but are not connected to a water supply, such as floor drains and standpipes. The requirement for strainers on plumbing fixture outlets has been clarified by specifically excluding hub drains and standpipes. Attics and crawlspaces are now listed as prohibited locations for waste receptors and standpipes. Clothes-washer standpipes are permitted to be installed in bathrooms. **CLARIFICATION**

P2709.1, P2709.2: The distance shower liners must extend above finished thresholds has been reduced from 3 inches to 2 inches. Minimum thickness requirements for PVC and CPE shower liners have been deleted in favor of requirements in the referenced standards. **RELAXATION**

P2709.2.4: The IRC recognizes a new liquid-applied shower liner material. **RELAXATION**

P2713.1: The revised text clarifies that bathtubs require an overflow outlet. **CLARIFICATION**

P2801.5: The provisions for safety pans under water heaters have been clarified by prescribing such protection for water heaters with storage tanks only. Tankless water heaters do not require pans. **CLARIFICATION**

P2904.2.4.2: A new figure provides prescriptive values for minimum separation distances between fire sprinklers and obstructions. Lesser distances are permitted in accordance with the manufacturer's installation instructions. **ADDITION**

P3003.19: Use of a waste connector and sealing gasket is now permitted as an alternative to a flanged connection for floor-mounted water closets. **RELAXATION**

P3007.3.5: The discharge from ejector pumps is now permitted to connect to soil stacks, waste stacks, and horizontal branch drains in addition to building sewers and building drains. **RELAXATION**

P3009: Provisions for gray-water recycling systems, previously found in Appendix O, have been placed into the body of the code in a new Section P3009. Waste water from lavatories, bathtubs, showers, clothes washers, and laundry trays is now defined as gray water and is permitted to discharge to an approved gray-water system. **RELAXATION**

P3103.5: The minimum clearance for vent terminations above openings within 10 feet has been increased from 2 feet to 3 feet. **ADDITION**

## SIGNIFICANT CHANGES TO THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE

### BUILDING ENVELOPE

Table C402.1.3 and 4: Minimum R values and Maximum U factors for roof insulation entirely above deck in climate zones 1-5 have changed. **ADDITION**

C402.1.5: Component Performance Alternative method of compliance has been added. **RELAXATION**

C402.2.3: Definition of mass wall expanded to include heat capacity of wall. **CLARIFICATION**

C402.5.1: Air barrier requirements have been expanded to include Climate zones 1, 2A, and 3. **ADDITION**

C402.5.1.2.1 and 2: Clay and Shale masonry are now deemed to comply as air barriers. **RELAXATION**

C402.5.3: Rooms containing fuel burning appliances are now required to be isolated from the building thermal envelope in climate zones 3 through 8. **ADDITION**

C402.1.2: Exempts Equipment buildings from the provisions of the thermal envelope requirements if the building meets certain provisions. **RELAXATION**

C402.5.7: Vestibule requirements are exempt with the use of an air curtain. **RELAXATION**

C403.2.9: Supply and return ducts and plenums in unconditioned or outdoor spaces are now required to be insulated with R12 in higher climate zones. Climate zones 1 – 4 can still use R8. **ADDITION**

### BUILDING MECHANICAL SYSTEMS

Tables C403.2.3: Some minimum efficiency requirements have changed and will increase on January 1, 2016 (footnote C). **ADDITION**

C403.2.4.4: HVAC systems serving over 25,000 square feet or more than one story designed to operate or be occupied non-simultaneously shall be divided into isolation areas. Each isolation area will be controlled independently. **ADDITION**

C403.2.4.7: Air-cooled unitary direct-expansion units and variable refrigerant flow (VRF) units equipped with an economizer must include a fault detection and diagnostics (FDD) system. **ADDITION**

Tables C403.2.7: The requirements for energy recovery ventilation systems is now dependent on whether or not the ventilation system operates less than 8,000 hours per year. There are now two tables listing the supply air flow rate of the fan system depending on annual run time. **ADDITION**

C403.2.8: This new section regulates the replacement air for kitchen exhaust systems where the total kitchen hood exhaust flow rate is greater than 5,000 cubic feet per minute. Each hood shall be a factory built commercial exhaust hood listed in compliance with UL 710. **ADDITION**

C403.2.12.3: Fans serving HVAC units must be labeled by the manufacturer with a fan efficiency grade of not less than 67. **ADDITION**

Table 403.2.3(9): Air conditioners serving computer rooms are separately regulated by the code with the addition of this new table. **ADDITION**

#### SERVICE WATER HEATING SYSTEMS

C404.2.1: This new section addresses High-input-rated service water heating systems. **ADDITION**

C404.4, Table C403.2.10: Piping for water heaters to the termination of the heated water fixture supply pipe shall be insulated in accordance with Table C403.2.10, the same as piping serving as part of a heating or cooling system. **ADDITION**

C404.5: This new section limits the flow rates through piping. There are two methods of compliance. The first is the Maximum allowable pipe length method (Table C404.5.1). The second method is the Maximum allowable pipe volume. **ADDITION**

C404.6.1, C404.6.2, C404.6.3, C404.7: Specific control functions for heated water circulating and temperature maintenance systems can be found in these sections. **ADDITION**

#### GLAZING AND DAYLIGHT ZONES

C402.4.1.1: Requirements for increased vertical fenestration area with daylight responsive control in climate zones 1 – 6 for buildings greater than 2 stories have been reduced. 25% of the net floor area must be within a daylight zone. The requirement for buildings up to two stories remains at 50%.

#### **RELAXATION**

C402.4.2: Minimum skylight fenestration areas have been decreased from 10,000 square feet to 2,500 square feet for spaces with a ceiling over 15'. This includes some new additional exceptions for areas adjacent to daylight zones. **ADDITION**

C405.2.3.2 and 3: Daylight zones have been redefined to more closely match the definition in ASHRAE 90.1. Items clarified or redefined include: dimensions of daylight zones are closer to those defined in ASHRAE 90.1; clear directions for rooftop monitors; distance to buildings or geologic formations; and Visible Transmission (VT) of existing glazing. **CLARIFICATION**

#### LIGHTING AND CONTROLS

Table C405.4.2: Most interior lighting densities have decreased and common space types have been expanded. **RELAXATION**

C405.2.2: Shop and laboratory classrooms are now exempt from the requirement for time switch controls. **RELAXATION**

C405.2.1.2: Locker rooms and warehouses now require occupant sensor controls that automatically reduce lighting power by at least 50% when an area is unoccupied. The sensors shall control lighting in each aisle way independently. **ADDITION**

C405.2.3: Daylight responsive controls are required in rooms with more than 150 W of general lighting. Exceptions have been added for: health care facility spaces where patient care is directly provided; dwelling units and sleeping units; lighting required to have specific application control; and sidelight daylight zones on the first floor above grade in Group A-2 and Group M occupancies. **RELAXATION**

#### NEWLY-REGULATED ELECTRICAL EQUIPMENT

C403.2.4.6: Freeze-protection system controls are now required to have automatic shut off systems when outdoor air temperatures are above 40 degrees F or when the conditions of the protected fluid prevent freezing. **ADDITION**

C405.7, C405.8: These new mandatory requirements state that electric transformers and electric motors must meet minimum efficiency requirements of Tables C405.7 and C405.8(1) – (4). The efficiency must be verified through certification or data furnished by the manufacturer. **ADDITION**

C405.9: This new section specifies requirements for elevators and escalators. Elevator cabs have new regulations for luminaires and ventilation. Escalators will have automatic controls reducing speeds to a minimum when empty. **ADDITION**

#### REFRIGERATION SYSTEM PERFORMANCE

C403.2.14: This new section lists the maximum refrigeration equipment energy use in KW hours per day when tested and rated in accordance with the Air Conditioning Heating and Refrigeration Institute's Standard 1200. **ADDITION**

C403.2.15: Walk-in coolers and freezers and refrigerated warehouse coolers and freezers are now regulated by this new section. **ADDITION**

C403.2.16: This new section regulates Site-assembled walk-in coolers and freezers. **ADDITION**

C403.5: This new section regulates refrigeration systems served by remote equipment. **ADDITION**

C403.2.17: Site-assembled Refrigerated display cases are required to have new lighting controls including a time switch that shuts off lights after business hours and motion sensor controls that dim lighting when customers have vacated the area. These cases must also include temperature based defrost termination controls and anti-sweat heater controls. **ADDITION**

#### ADDITIONAL ENERGY EFFICIENCY PACKAGES

C406.2: The additional efficiency package option has been expanded to include three new options for a total of six options:

- More efficient HVAC performance (C406.2)
- Reduced lighting power density system (C406.3)
- Enhanced lighting controls (C406.4)
- On-site supply of renewable energy (C406.5)
- Provision of a dedicated outdoor air system for certain HVAC equipment (C406.6)
- High-efficiency service water heating (C406.7)

#### ADDITION

C406.4: This is the first of the three new options for the additional efficiency package (Enhanced Lighting Controls). It includes the following:

- Luminaires shall be capable of continuous dimming and addressed individually
- Not more than 8 luminaires controlled together in a daylight zone
- Fixtures controlled through a digital control system
- Occupancy sensors
- Construction documents include Sequence of Operations
- Functional testing of lighting controls

#### ADDITION

C406.6: This is the second of the three new options for the additional efficiency package (Dedicated Outdoor Air System). It includes the following:

- Buildings covered by Section C403.4
- Equipped with an independent ventilation system that provides a minimum 100% outdoor air to each individual occupied space and is capable of total energy recovery.
- The HVAC system shall include supply-air temperature controls that automatically reset the supply-air temperature in response to representative building loads or to outdoor air temperatures. The controls shall reset the supply-air temperature at least 25% of the difference between the design supply-air temperature and the design room-air temperature.

#### ADDITION

C406.8: This is the third of the three new options for the additional efficiency package (High Efficiency Service Water Heating). It includes the following:

- Buildings shall be of certain listed types to be able to use this compliance method OR show a service hot water load of more than 10% of total building energy loads.
- Not less than 60% of the hot water requirements should be supplied by waste heat recovery or solar water heating systems.

#### ADDITION

#### COMMISSIONING

C408.2: With the exception of mechanical systems and service water heating systems in buildings where the total mechanical equipment capacity is less than specified thresholds, Service Water Heating Systems, Swimming Pool water heating systems, Spa water heating systems, and controls for those systems shall be commissioned and completed in accordance with this section. Systems that serve

individual dwelling units and sleeping units are exempt from the requirement. Reports shall be organized with mechanical and service water findings in separate sections to allow for independent review prior to final inspections. Service hot water controls manuals covering maintenance and calibration information must be provided to the building owner. **ADDITION**

C408.3.1.1, C408.3.1.2, C408.3.1.3: Requirements for lighting control systems commissioning have been expanded based on the type of controller. Specifications are clearly spelled out for Occupant sensor controls, Time-switch controls, and Daylight responsive controls. Construction documents must specify documented performance criteria for lighting. O&M manuals must be provided to the building owner including schedules for inspection and recalibrating. **ADDITION**



## SIGNIFICANT CHANGES TO THE 2015 INTERNATIONAL RESIDENTIAL CODE – CHAPTER 11

N1101.13: The compliance paths in the energy provisions have been clarified. The mandatory provisions combined with either the prescriptive provisions or the performance provisions are deemed to comply with the code. CLARIFICATION

N1101.14: The code now requires the permanent energy certificate to be placed on a wall in proximity to the furnace, in a utility room, or in another approved location inside the building. ADDITION

N1102.1.3: The code now allows insulated siding to be used in the calculation for satisfying the wall insulation R-value. The labeled R-value for the siding must be reduced by R-0.6 for calculation purposes. RELAXATION

N1102.2.4: Vertical doors that access unconditioned attics and crawl spaces do not require an R-value to match the required wall insulation. Such doors must comply with the fenestration U-factor requirements of Table N1102.1.2. RELAXATION

N1102.2.27, Table N1102.1.2: The allowed R-value reduction for portions of walls with structural sheathing and requiring continuous insulation has been moved from footnote h of Table N1102.1.2 and placed in a new section to clarify the application. CLARIFICATION

N1102.2.8, Table 1102.4.1.1: The code now permits an air space above required insulation installed in a floor framing cavity above unconditioned space. Table N1102.4.1.1 has been reformatted into three columns to separate the air barrier requirements from the insulation requirements. CLARIFICATION

Table N1102.4.1.1: Insulation requirements at framed wall corners and headers only apply when there is space to install insulation. The minimum insulation thermal resistance is R-3 per inch of insulation. CLARIFICATION

N1102.4.2, Table N1102.4.1.1: Doors on wood-burning fireplaces must be listed for the application. The requirement for gasketed doors on fireplaces has been removed. RELAXATION

N1103.3: The duct sealing and testing provisions have been reorganized to clarify the application. The maximum duct leakage rates are now prescriptive rather than mandatory provisions to accommodate design flexibility. CLARIFICATION

N1103.5: The code now requires automatic controls to maintain hot water temperature for heated water circulation systems and for heat trace temperature maintenance systems when such systems are installed. To save energy, continuously operating circulation pumps are no longer permitted. Heat trace systems must comply with one of the referenced standards. ADDITION

## RESIDENTIAL ENERGY RATING INDEX

R406: The energy rating index approach is one of three IECC compliance options, the others being the Prescriptive and Performance based approaches.

- The ERI is a numerical value that is a percentage of a home's energy usage based on a sliding scale that includes an ERI "reference design" with an index value of 100 to a home that uses no net purchased energy with an indexed value of zero. The code provides a maximum ERI for each climate zone. The ERI reference design is configured to meet the minimum requirements of the 2006 IECC prescriptive requirements.
- Verification of compliance with the ERI approach shall be completed by an approved third party.

ADDITION

## SIGNIFICANT CHANGES TO THE 2015 INTERNATIONAL RESIDENTIAL CODE

R101.2, R202: The maximum height for accessory structures has been increased from two to three stories above grade plane. Technical requirements have been removed from the definition, and accessory structures are now permitted to be unlimited in area. **RELAXATION**

R104.11: When proposed alternatives are not approved, the reason for the disapproval must be stated in writing by the building official. **RELAXATION**

R105.3.1.1: Determination of substantial improvement for existing buildings in flood hazard areas is the responsibility of the building official. The related provisions are now consolidated in Section R105.3.1.1. **ADDITION**

R106.1.4: Construction documents for dwellings in Coastal A Zones shall include the elevation of the bottom of the lowest horizontal structural member. **ADDITION**

Table R301.2 (1): Table R301.2 (1) Climatic and Geographic Design Criteria now contains a section to include whether the jurisdiction contains special wind regions or wind borne debris zones. **CLARIFICATION**

R301.2: Ultimate design wind speed values replace basic wind speed values for 3-sec gust wind speeds in Section R301.2.1. A wind speed conversion table has been added for conversion from ultimate design to nominal design wind speed. **CLARIFICATION**

R301.2: New to the 2015 IRC, wind maps use ultimate design wind speeds. Figure R301.2 (4) A shows the new wind speeds within the continental United States, Alaska, and Puerto Rico. A list of wind speeds for special wind regions in Hawaii, Guam, American Samoa, and the Virgin Islands is included. Figure R301.2 (4) B shows the regions of the United States that require engineered design of residential structures for high wind loads. **ADDITION**

Table R301.2 (2): The component and cladding table uses ultimate design wind speeds in place of former basic wind speeds as limits for loads. Roof slopes are divided into new categories for determining component and cladding loads. **ADDITION**

R301.2.1.1.1: The 2015 International Residential Code requires sunrooms to comply with AAMA/NPEA/NSA 2100-12. The standard contains requirements for habitable and nonhabitable sunrooms. **ADDITION**

R301.2.1.2: Requirements for glazed openings to be protected from wind borne debris have been clarified by the addition of a new section detailing changes to the ASTM E 1996 standard. **CLARIFICATION**

R301.2.1.4: Wind Exposure Category A is a legacy category that no longer exists in the IBC and ASCE 7, which is the basis for determination of wind exposure categories. In the 2015 IRC, Exposure Category A is deleted. In the 2012 IRC, Wind Exposure Category D applied to regions adjacent to open water in non-hurricane-prone regions. Wind Exposure Category D now applies to open water, mud and salt flats, and unbroken ice fields. Exposure Category D also applies in hurricane-prone regions to residences on or near the ocean floor. CLARIFICATION

Table R301.2.1.5.1: Table R301.2.1.5.1, Ultimate Design Wind Speed Modification for Topographic Wind Effect, is updated for the change in wind speed values. The table gives minimum ultimate design wind speed values depending upon the slope of the upper portion of the ridge, hill, or escarpment. CLARIFICATION

R301.2.4: Buildings located in a flood hazard area must comply with the provisions for the most restrictive flood hazard area and may use ASCE 24 for design. CLARIFICATION

R301.3: Story height of wood and steel wall framing, insulated concrete, and SIP walls may not exceed 11 feet, 7 inches. Masonry wall height is limited to 13 feet, 7 inches. CLARIFICATION

R302.1: Unprotected roof overhangs are now permitted to project to within 2 feet of the property line when fireblocking is installed between the top of the wall and the roof sheathing. In most cases, projections are not permitted less than 2 feet from the property line. For dwellings with or without fire sprinkler protection, penetrations of exterior walls do not require fire-resistant protection unless they are located less than 3 feet from the property line. ADDITION

R302.2: The provisions for separating townhouses with structurally independent fire-resistant-rated walls in accordance with Section R302.1 have been removed in favor of the common wall provisions of Section R302.2. Common walls separating townhouses must now be rated for 2 hours when an automatic fire sprinkler system is not installed in the townhouse dwelling units. RELAXATION

R302.13: The provisions for fire protection of floors have been relocated from Chapter 5 to the fire-resistant construction provisions of Section R302. New language clarifies that the code does not regulate penetrations or openings in the fire protection membrane. CLARIFICATION

R303.7, R303.8: Interior and exterior stairway illumination provisions have been placed in separate sections. Conflicting language has been removed to clarify the requirements. CLARIFICATION

R304.1: The requirement for one habitable room with a minimum floor area of 120 square feet has been removed from the code. RELAXATION

R305: The minimum ceiling height for bathrooms, toilet rooms, and laundry rooms has been reduced to 6 feet 8 inches. The exception for allowing beams, girders, ducts, or other obstructions to project to within 6 feet, 4 inches of the finished floor has been expanded to include basements with habitable space. RELAXATION

R308.4.2: Glazing installed perpendicular to a door in a closed position and within 24 inches of the door only requires safety glazing if it is on the hinge side of an in-swinging door. **RELAXATION**

R308.4.5: The exception from the safety glazing requirements for glazing that is 60 inches or greater from the water's edge of a bathtub, hot tub, spa, whirlpool, or swimming pool has been expanded to include glazing that is an equivalent distance from the edge of a shower, sauna, or steam room. **RELAXATION**

R308.4.7: Glazing adjacent to the bottom stair landing is now defined as the area in front of the plane of the bottom tread. **CLARIFICATION**

R310: The emergency escape and rescue openings provisions have been reorganized. Separate provisions spell out the requirements for windows and doors used for emergency escape and rescue. **CLARIFICATION**

R310.5, R310.6: The basement of a dwelling addition does not require an emergency escape and rescue opening if there is access to a basement that does have an emergency escape and rescue opening. Remodeling of an existing basement does not trigger the emergency escape and rescue opening requirements unless a new bedroom is created. **CLARIFICATION**

R311.1: The required egress door of a dwelling unit must open directly into a public way or to a yard or court that opens to a public way. **CLARIFICATION**

R311.7.3, R311.7.5.1: The total vertical rise in a stairway without an intermediate landing has increased from 144 inches to 147 inches. The provision for allowing open risers has been clarified. It is based on the distance above grade or the floor below, not on the total rise of the stair. A new exception clarifies that open risers are permitted on spiral stairways. **RELAXATION**

R311.7.10.1: The code adds a definition of spiral stairway that omits any requirement for a center post to allow for design flexibility. The code now limits the size of spiral stairways by restricting the radius at the walkline to a dimension not greater than 24 ½ inches. The method of measurement for tread depth now matches the winder provisions and measures at the intersection of the walkline and the tread nosings rather than perpendicular to the leading edge of the tread. **ADDITION**

R311.7.11, R311.7.12: Alternating tread devices and ship ladders have been added to the stair provisions. Neither device is approved for use as a means of egress. **ADDITION**

R311.8: Ramps that do not serve the required egress door are now permitted to have a slope not greater than 1 unit vertical in 8 units horizontal. **RELAXATION**

R312.1.2: The provision requiring that the guard height be measured from the surface of adjacent fixed seating has been removed from the code. **RELAXATION**

R312.2.1: The window fall prevention provisions have been revised to clarify the meaning, remove redundant language, and achieve consistency with the IBC provisions. CLARIFICATION

R314: Battery operated smoke alarms are permitted for satisfying the smoke alarm power requirements when alterations, repairs, and additions occur. Household fire alarm systems no longer require monitoring by an approved supervising station. New provisions address smoke alarms installed near bathrooms and cooking appliances. ADDITION

R315: Carbon Monoxide alarms now require connection to the house wiring system with battery backup. Exterior work such as roofing, siding, windows, doors, and deck and porch additions no longer trigger the carbon monoxide alarm provisions for existing buildings. An attached garage is one criterion for requiring carbon monoxide alarms, but only if the garage has an opening into the dwelling. A carbon monoxide alarm is required in bedrooms when there is a fuel fired appliance in the bedroom or adjoining bathroom. Carbon monoxide detection systems only require detectors installed in the locations prescribed by the code and not those locations described in NFPA 720. ADDITION

R322.1, R322.2: Section R322.1 is modified to emphasize that the provision applies to existing buildings in flood hazard areas where 50 percent or more of the structure has damage and requires restoration. Section R322.2 limits the minimum elevation allowed for dwellings in flood hazard areas and defines a Coastal A Zone. ADDITION

R322.3: Coastal A Zones are defined and an exception for foundation types in Coastal A Zones is added. ADDITION

R325: New provisions in Section R325 place limitations on the construction of mezzanines related to ceiling height and openness consistent with the International Building Code (IBC). ADDITION

R403.1.1: This code change divides minimum footing size and thickness into three expanded tables based on the type of construction being supported: light frame, light frame with veneer, and concrete or masonry. The values are also based on the type of foundation: slab on grade, crawlspace, or basement. ADDITION

R403.1.2, R602.10.9.1: This code change clarifies the continuous footing requirements in Section R403.1.2 and moves requirements in Section R602.10.9.1 to the foundation chapter. CLARIFICATION

R403.1.3: Updated figures and code provisions in Section R403.1.3 now clearly define minimum required reinforcement in footings and stem walls located in Seismic Design Categories (SDC) D-0, D-1, and D-2. ADDITION

R403.1.6: Anchor bolts are now required to be placed in the middle third of the sill plate. Approved anchors may be used instead of ½-inch anchor bolts. RELAXATION

R404.1.4.1: Minimum vertical reinforcement in masonry stem walls has been increased from No. 3 bars to No. 4 bars spaced a maximum of 4 feet on center in grouted cells. ADDITION

R404.4: Retaining walls, freestanding walls not supported at the top, with more than 48 inches of unbalanced backfill must be designed by an engineer. Retaining walls resisting additional lateral loads and with more than 24 inches of unbalanced backfill must also be designed in accordance with accepted engineering practice. **ADDITION**

Tables R502.3.1 (1), R502.3.1 (2): Changes to Southern Pine (SP), Douglas Fir-Larch (DFL), and Hemlock Fir (HF) lumber capacities have changed the floor joist span length in the prescriptive tables of the IRC. Span lengths for Southern Pine have decreased; lengths for DFL and HF joists have increased. **ADDITION**

R502.10: Requirements for header joist and trimmer connections in the framing of floor openings have been deleted. This section conflicted with Section R502.6, which contains minimum bearing lengths for all joists and headers. **RELAXATION**

R507.1, R507.4: The code sets the maximum allowable spacing for deck joists supporting the various types of common decking materials. **ADDITION**

R507.2: The deck ledger section is reorganized to better describe the minimum requirements for connection of deck ledgers to band joists. **CLARIFICATION**

R507.2.4: When the prescriptive deck lateral load connection that has appeared in the previous editions of the code is chosen as a design option, the code now requires the two hold-down devices to be within 2 feet of the ends of the deck. A new lateral load connection option prescribes four hold-downs installed below the deck structure. **ADDITION**

R507.5, R507.6, R507.7: New sections and tables provide prescriptive methods for joists and beams in deck construction. Section R507.5 describes requirements for deck joists, Section R507.6 lists requirements for deck beams, and Section R507.7 describes minimum bearing requirements for joists and beams. **ADDITION**

R507.8: New Section R507.8 establishes minimum sizes of wood posts supporting wood decks and describes the requirements for connection of deck posts to the footing. **ADDITION**

Table R602.3 (1): The fastening Schedule now contains multiple nail size options. Clarification of roof rafter connections at ridge, valley, and hip is added. **CLARIFICATION**

Table R602.3 (1): The Fastening Schedule for Structural Members now contains multiple nail size options. Clarification of double top plate splicing is added. Descriptions are updated in the IRC and the International Building Code (IBC) for attachments in walls as well. **CLARIFICATION**

Table R602.3 (1): The Fastening Schedule for Structural Members now contains multiple nail size options. Clarification of the joist-to-band-joist (rim board) connection is added. **CLARIFICATION**



R602.3.1: Table R602.3.1 is deleted and the exception for walls greater than 10 feet tall is added to the text of Section R602.3.1. If studs in a tall wall meet Exception 2, they meet the requirements of the IRC and do not need engineering or use of an alternate standard. **RELAXATION**

R602.7: The girder and header span tables of Chapter 5 have been moved into Chapter 6, to the header section. Multi-ply and single header tables are combined. A new section describing rim board headers is added. **CLARIFICATION**

Table R602.10.3 (1): Table values in Table R602.10.3 (1) have changed slightly due to use of ultimate design wind speed values to calculate required bracing length. **ADDITION**

Table R602.10.5: The contributing length of continuously sheathed portal frames (Method CS-PF) in low-seismic regions has increased by 50 percent. **ADDITION**

R602.10.6.2: Due to recent testing of Method PFH (Portal Frame with Hold-downs), the minimum required capacity of the hold-downs is lowered to 3500 lbs in the 2015 IRC. Additionally, the new testing confirms that two sill plates are sufficient under each braced wall panel of the portal rather than three plates used in Method PFH for the 2012 IRC. **RELAXATION**

R602.10.11: A reduction is no longer required in determining the maximum distance between braced wall panels in a cripple wall. References to the bracing length adjustment tables clarify that increased bracing is required if gypsum wall finish is not applied to the cripple walls. **CLARIFICATION**

R602.12: Simplified wall bracing is now allowed for one- to three-story dwellings and townhouses in Wind Exposure Category B or C with ultimate design wind speeds of 130 mph or less. **RELAXATION**

R603.9.5: Section R603.9.5 addressing the bracing requirements for cold-formed steel framing with stone or masonry veneer has been expanded to include the higher seismic design categories. This section directs the user to increase bracing length when a structure is located in SDC C, D-0, D1, or D-2 and has stone or masonry veneer. **ADDITION**

R606: Sections R606, R607, R608, and R609 have been organized into one section providing requirements for masonry construction of single- and two-family dwellings and townhouses. Table 6-1 summarizes the relocation of sections in the 2015 IRC and lists sections that are new. **CLARIFICATION**

R606.3.5: With reorganization of the masonry wall provisions in the 2015 IRC, the section covering provisions for grouting above ground masonry walls now combines all the requirements for single, multi-wythe, and reinforced masonry construction in one section. Clarified provisions address grout placement, cleanouts, and construction for all three types of masonry construction. **CLARIFICATION**

R610.7: Drilling and notching provisions for structural insulated panels (SIP) are clarified. **CLARIFICATION**

R703.3: Table R703.4, Weather Resistant Siding Attachment and Minimum Thickness, is simplified. New code language is added to Section R703 to clarify limitations of use of the table and to describe fastener type, length, and penetration. CLARIFICATION

R703.5: Minimum spacing based on siding thickness has been moved from 2012 IRC Table R703.4 footnote i, siding attachment and minimum thickness, to 2015 IRC Section R703.5.2, panel siding. Requirements for vertical wood siding have moved from 2012 IRC footnote j to 2015 IRC Section R703.5.1, vertical wood siding. CLARIFICATION

R703.6: The provisions for the application of wood shakes and shingles on exterior walls have been reorganized to give more information within tables for ease of use. CLARIFICATION

R703.9: Limitations for exterior insulation and finish systems with and without drainage have been added to the 2015 IRC. CLARIFICATION

R703.11.1: This code change clarifies nailing penetration and spacing requirements for horizontal and vertical vinyl siding. CLARIFICATION

R703.13, R703.14: New sections set minimum requirements for insulated vinyl siding and polypropylene siding. ADDITION

R703.15, R703.16, R703.17: Three new sections set minimum requirements for cladding attachment over foam sheathing to wood framing (R703.15), cold-formed steel framing (R703.16), and masonry or concrete walls (R703.17). For light-frame construction, prescriptive requirements are given. Connection to concrete and masonry construction continues to require engineered design in most cases when placing foam over the concrete or masonry wall. ADDITION

Tables R802.4, R802.5: Changes to Southern Pine, Douglas Fir-Larch, and Hemlock Fir capacities have changed the maximum spans for lumber in the ceiling joist and rafter span tables of the International Residential Code. ADDITION

R806.1: The 2012 IRC exception allowing the building official to waive ventilation requirements due to atmospheric or climatic conditions has been deleted. ADDITION

Table R806.5: For unvented attics and unvented rafter spaces, Table R806.5 has a new footnote allowing calculation of insulation thickness when the insulation is placed above the structural roof sheathing. ADDITION

R905.1.1: The multiple code provisions placed in the 2012 IRC for underlayment have been combined into Section R905.1.1, with three tables listing underlayment type, application, and attachment. Sections on ice barriers from the 2012 IRC are reorganized and combined into Section R905.1.2. CLARIFICATION

R905.7.5: The minimum requirements for application of wood shingles are expanded. Fastener type is clarified and a new table lists minimum sizes for box nails. Labeling requirements for fastener packaging have also been added. **ADDITION**

R905.8.6: The minimum requirements for application of wood shakes are expanded. Fastener type is clarified, and a new table lists minimum sizes for box nails. Labeling requirements for fastener packaging have also been added. **ADDITION**

R905.16: Additional requirements and limits for photovoltaic shingles have been added to Section R905.16. **ADDITION**

R907: This code provision describes the requirements and limits of rooftop-mounted photovoltaic systems. **ADDITION**

M1502.4.4, M1502.4.5: The code now recognizes the use of dryer exhaust duct power ventilators (DEDPVs) to increase the allowable exhaust duct length for clothes dryers. **RELAXATION**

M1502.4.6: A permanent label identifying the concealed length of the dryer exhaust duct is no longer required where the equivalent duct length does not exceed 35 feet. For the dryer exhaust duct exceeding 35 feet, a label or tag is required whether the duct is concealed or not. **RELAXATION**

M1503.4: Automatic operation of a mechanical damper is no longer required for supplying makeup air for kitchen exhaust systems exceeding a rating of 400 cubic feet per minute (cfm). Transfer openings are permitted to obtain makeup air from rooms other than the kitchen. **RELAXATION**

M1506.2: The code establishes maximum exhaust duct lengths based on duct diameter, type of duct and the exhaust fan airflow rating. **ADDITION**

M1601.1.1, Table M1601.1.1, M1601.2: The list of duct system requirements has been revised to reference the applicable standards and delete redundant language. The table for material thickness of metal ducts was replaced with what is currently consistent with the SMACNA sheet metal construction standard. **CLARIFICATION**

M1601.4: Tapes and mastics used to seal sheet metal ducts must be listed to UL 181 B as has been required for sealing flexible ducts. Snap-lock and button-lock seams are no longer exempt from the sealing requirements. **ADDITION**

M1602: The provisions for return air have been simplified and clarified to improve understanding while preserving the intent of keeping contaminants out of the airstream of the heating, ventilation and air-conditioning (HVAC) system. The provisions for outdoor air openings have been removed and the code now references the applicable provisions for outdoor air in Chapter 3. **CLARIFICATION**

G2404.11: Condensate pumps located in uninhabitable spaces must be connected to the appliance to shut down the equipment in the event of pump failure. **ADDITION**

G2411.1.1: The maximum allowable length of the bonding jumper for corrugated stainless steel tubing (CSST) is 75 feet. Bonding methods must comply with NFPA 70 and devices, such as clamps, must be listed in accordance with UL 467. **ADDITION**

G2413.2: Table G2413.2 and the reference to it were deleted to clarify that the code requires the actual maximum input rating of the appliances to be known and used for gas sizing purposes. **CLARIFICATION**

G2414.6: PVC and CPVC pipe are expressly prohibited materials for supplying fuel gas. **CLARIFICATION**

G2415.5: This section retains the basic intent while being completely reorganized to clarify the correct application. Threaded elbows, tees, and couplings are now specifically approved for concealed locations as the code always intended. The code now provides the applicable referenced standards for fittings that are listed for concealed locations. **CLARIFICATION**

G2415.7: The section on protection of piping has been completely rewritten to address more than just bored holes and notches in structural members. It now addresses piping parallel to framing members and piping within framing members. The new text requires that the protection extend well beyond the edge of members that are bored or notched. **ADDITION**

G2421.2: Medium-Pressure (MP) line regulators installed in rigid piping must have a union installed to allow removal of the regulator. **ADDITION**

G2422.1: Where portable gas appliances are used outdoors, such as gas grills, fire pits, and patio heaters, the options for connecting to the gas distribution system are practically limited to gas hoses designed for the purpose. Such hoses must comply with ANSI Z21.54. **ADDITION**

G2426.7.1: An appliance vent terminal is not permitted in a location within 12 inches of the arc of a swinging door. **ADDITION**

G2427.4.1, G2427.6.8.3: The approval of plastic pipe for venting appliances is no longer a responsibility of the building official and, instead, that responsibility rests with the appliance manufacturer and the appliance listing agency. The code previously addressed only vents, which are defined as listed and labeled factory-made products. The code is no longer silent on the sizing of plastic pipe vents that do not fall under the definition of "vent". **ADDITION**

G2427.8: New text addresses the location of sidewall vent terminals with respect to adjoining buildings. A 10-foot separation is required when a vent discharges in the direction of an opening in an adjacent building. **ADDITION**

G2439.4, G2439.7: New text recognizes the use of dryer exhaust duct power ventilators (DEDPVs) to increase the allowable exhaust duct length for clothes dryers. A permanent label identifying the concealed length of dryer exhaust duct is no longer required where the equivalent duct length does not exceed 35 feet. For dryer exhaust duct exceeding 35 feet, a label or tag is required whether the duct is

concealed or not. Instead of prohibiting all duct fasteners such as screws and rivets, the code now limits the penetration of fasteners, where installed. **ADDITION**

G2447.2: The code does not prohibit the installation of cooking appliances that are listed as both commercial and domestic appliances. **CLARIFICATION**

P2502.1, P2503.4: New text clarifies the method for examining existing building sewers and building drains when the entire sanitary drainage system is replaced. Internal examination is required to verify the size, slope, and condition of the existing piping. A new provision prescribes a pressure test for a forced sewer at a test pressure of 5 psi greater than the pump rating. **ADDITION**

P2503.5: The head pressure for a water test on drain, waste, and vent (DWV) systems has been reduced from 10 feet to 5 feet. **RELAXATION**

P2603.2.1: For piping installed through bored holes or in notches, the minimum clearance distance from the concealed piping to the edge of the framing member has been reduced from 1 ½ inches to 1 ¼ inches. Protection is required for piping installed less than 1 ¼ inches from the edge of the framing member. **RELAXATION**

P2603.3: The minimum thickness of sheathing material for protection of piping against corrosion has been reduced from 0.025 inches to 0.008 inches. The corrosion protection requirement applies to metallic piping other than cast iron, ductile iron, and galvanized steel that is in direct contact with concrete, masonry or steel framing. Previously, protection was only required for materials passing through walls and floors of these materials. All metallic piping requires corrosion protection when located in corrosive soils. **RELAXATION**

Table P2605.1: Support spacing requirements for PEX and PE-RT tubing 1 ¼ inches and greater in diameter have been added to the table. Footnote b of Table P2605.1 clarifies the mid-story guide requirements for some types of vertical pipe 2 inches and smaller in diameter. **ADDITION**

P2702.1, P2706.1: A definition of waste receptor has been added to the code. Waste receptors are now permitted in bathrooms and closets. **CLARIFICATION**

P2717: The code now references the applicable standards for integral air gaps protecting the potable water supply to dishwashers. The term “food waste disposer” replaces “food waste grinder.” Sections P2717.2 and P2717.3 regarding dishwasher discharge to the sink tailpiece or the food waste disposer have been combined into a single Section P2717.2, eliminating redundant language and improving understanding of the provisions. **CLARIFICATION**

P2801: The code now specifically requires drain valves with a threaded outlet for water heaters. The water heater pan requirements have been expanded to accept aluminum and plastic pans of the prescribed thickness. The code clarifies that a pan drain is not required when a water heater is replaced and there is no existing drain. **ADDITION**

P2804.6.1: The temperature and pressure (T&P) relief valve discharge pipe termination must have an air gap suitable to protect the potable water supply distribution system of the building. PEX and PE-RT tubing used for relief valve discharge piping must be one size larger than the T&P valve discharge outlet, and the outlet end of the tubing must be fastened in place. **ADDITION**

P2901, P2910 through P2913: Nonpotable water outlets, such as hose connections, that utilize nonpotable water must be identified with a warning and a symbol that nonpotable water is being used. The color purple is established for identifying distribution piping conveying nonpotable water. New Sections P2910 through P2913 are extracted from the International Green Construction Code (IgCC) and intend to provide guidance on the collection, storage, and distribution of various types of nonpotable water for residential buildings. **ADDITION**

P2905: Pointers have been added to the IRC plumbing provisions to direct the user to the applicable energy conservation provisions of IRC Chapter 11 related to heated water distribution systems. Section N1103.5 requires automatic controls to maintain hot water temperature for heated water circulation systems and for heat trace temperature maintenance systems when such systems are installed. **ADDITION**

P2906.2: The code has a more stringent limitation for lead content in pipe, pipe fittings, joints, valves, faucets, and fixture fittings that convey water used for drinking and cooking. **ADDITION**

P3003.9: The application of a primer to drain, waste, and vent PVC pipe and fittings prior to solvent cementing is not required for 4 inch pipe size and smaller, provided that the piping is for a non-pressure application. **RELAXATION**

P3005.2: The section on cleanouts has been completely reorganized and reworded for clarity. Brass cleanout plugs are only permitted for non-metallic piping. Where located at a finished wall, the cleanout must be within 1 ½ inches of the finished surface. A cleanout is no longer required at the base of each waste or soil stack. **ADDITION**

P3008.1: For existing buildings, fixtures that are located above the next upstream manhole cover are allowed to discharge through a backwater valve. **RELAXATION**

P3103.1, P3103.2: Where a minimum 3 inch diameter vent terminal is required to prevent frost blockage in cold climates, the 3 inch diameter pipe must extend at least 12 inches inside the building's thermal envelope. The minimum 7 foot height requirement for vent terminations applies only to roofs used for purposes similar to residential decks, patios and balconies. **ADDITION**

P3201.2: Trap seal protection against evaporation can now be accomplished in a variety of ways, including trap seal primer valves supplied with nonpotable water and barrier-type trap seal protection devices. **RELAXATION**

Appendix R: Prescriptive provisions for light straw-clay construction have been added as an appendix to the 2015 IRC. Light straw-clay walls are nonbearing infill around a structural frame. **ADDITION**

Appendix S: Prescriptive provisions for strawbale construction have been added as an appendix to the 2015 IRC. Strawbale walls may be bearing walls or nonbearing infill around a structural frame depending upon the method of construction and detailing. Appendix S contains requirements for both construction methods. **ADDITION**



## **SUMMARY OF AMENDMENTS**

### **International Residential Code – Amendments**

#### Part 1

- Occupations Included – added the word “plumbers” back into the list. Although plumbers cannot be charged to register as a contractor, they must still register.
- Occupations Excluded – Electricians have been added to the section as a trade that cannot be charged a fee to register.
- All other portions of Part 1 are to remain as is.

#### Part 2

- The entire 2015 International Residential Code is adopted as law except:
  - o Chapters 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43 (all electrical chapters – deleted because the NEC is being adopted for electrical work)
  - o Appendices A, B, C, D, F, I, J, L, M, O, P, and T – these appendices are all exempt in the current adoption and are mostly categories that don’t apply in our area or are already covered by other portions of the code.
- The following sections are amended:
  - o Title – simply a “fill in the blank” item.
  - o Work exempt from permits – the code specifies fences over 7’ in height as exempt. The proposal is for the height to be 8’ to match what is currently allowed by Ordinance.
  - o Table 301.2 – These standards are a “fill in the blank” chart. The numbers are all the same as they are in the currently adopted version.
  - o Foundation anchorage – the size and penetration required for sill plate bolts is changed to match what is currently required.
  - o Drilling and notching of top plate – This section reduces the required nail sizing to match what is currently required.
  - o Table N1102.1.2 is changed to reflect lower R values than that shown in the Model codes.
  - o Ceilings without attic spaces – This allows a reduction of ceiling insulation from R30 to R19 in ceilings without attic spaces up to a certain size.
  - o Testing – Where the model codes require blower tests for homes, this changes the section to match the current language which allows visual observation as an acceptable method of envelope tightness and insulation installation.
  - o Duct Testing – This amendment allows field verification that prescriptive requirements of Section N1103.3 are met.
  - o Water Level Monitoring Devices – This allows the installation of externally installed devices and devices installed in the drain line.
  - o Appendix Q is proposed to be added. This appendix, titled “Tiny Houses” relaxes some of the requirements on homes 400 sf or less. Among the relaxations are:

- Sleeping lofts less than the typically required minimum room sizes are permitted
- Ceiling heights are relaxed in these sleeping lofts
- Methods of accessing these lofts are relaxed. Stairs are allowed to be steeper, ladders and alternating tread devices are also allowed.

## **International Energy Conservation Code – Amendments**

### Part 1

- No amendments to Part 1

### Part 2

- Chapters 1 – 6 (Commercial chapters) and the Index of the 2015 International Energy Conservation Code are adopted as law except:
  - o Occupant Sensor Controls – This amendment removes “Enclosed Offices” and “Other spaces 300 square feet or less” from the list of spaces required to have lighting sensor controls.
  - o Section C402.4.2 regarding minimum skylight fenestrations has been removed entirely.

## **International Plumbing Code – Amendments**

### Part 1

- Permits – A paragraph about emergency work has been added. This language exists already in the Mechanical and Electrical sections but was missing from this section. This simply clarifies that emergency work (necessary weekend work) can be performed without a permit so long as a permit is obtained the first day available.

### Part 2

- The entire 2015 International Plumbing Code is adopted as law except:
  - o Appendix A – Plumbing Permit Fee Schedule.
- The following sections are amended:
  - o Definitions – Several definitions are added for clarity
  - o Sewer depth - This is a “fill in the blank” section. 4” is listed as the minimum coverage for building sewers.
  - o Anchorage – the words “and wall stub-outs” have been added for clarity.
  - o Substitution – This amendment allows a bottled water cooler to be substituted for an electric water cooler when only one is required. If multiple EWC’s are required, 50% of those can be substituted with bottled water coolers.
  - o Shower waste outlets – This increases the waste outlet serving showers to 2”.
  - o Roof extension – This fills in the blank to terminate vent pipes 6” above the roof.
  - o Water testing and purple primer sections – A Water Test at the top-out stage is currently required. Purple primer is also a requirement of the plumbing code. The water test is something that some members of the committee

spoke against and purple primer is something that some plumbers don't want. As a compromise, an amendment was made to allow a water test to be skipped if purple primer is used so that the inspector at least can make a reasonable assumption that joints have been solvent welded properly. Also, the section requiring purple primer exempts it during the top out stage if a water test is performed. Clear primer is allowed at the trim out/finish stage.

## **International Mechanical Code – Amendments**

### **Part 1**

- Homeowners Permits – A paragraph about Homeowner's Permits has been added. This language exists already in the Plumbing and Electrical sections but was missing from this section.

### **Part 2**

- The entire 2015 International Mechanical Code is adopted as law except:
  - o Appendix B – Recommended Permit Fee Schedule.
- The following sections are amended:
  - o Fee refunds – this has changed to match what is currently adopted in the Code of Ordinances Fee Schedule for refunds.
  - o Definitions – Several definitions are added for clarity
  - o Water level monitoring devices – this was changed to match the corresponding requirement in the IRC. The change allows externally installed devices and devices installed in the drain line.
  - o Bathroom vents are allowed to vent into the attic.
  - o Restrictions on factory built fireplace chimneys apply only to wood fireplaces.

## **National Electric Code – Amendments**

### **Part 1**

- Wiring methods – This section that requires all wiring to be installed in conduit with the exception of steel metal clad cables and wiring in one- and two-family dwellings and multifamily dwellings remains the same as before. The only change is the reference to the 2014 NEC instead of the 2005 NEC.

### **Part 2**

- The entire 2014 National Electric Code is adopted as law except for the following sections which are amended:
  - o Section 406.12 requiring tamper resistant plugs is deleted.
  - o Section 210.8 requiring all receptacles in garages to be GFCI is amended to exempt up to two receptacles for appliances that are not readily moved and for cord-and-plug connections (such as automatic garage door openers).
  - o Service conductors are required to be marked with red electrical warning ribbon.
  - o Arc fault protection is required only in bedrooms.

## **International Fuel Gas Code – Amendments**

### Part 1

- No amendments to Part 1.

### Part 2

- The entire 2015 International Fuel Gas Code is adopted as law except:
  - o Appendix C
- The following sections are amended:
  - o No sections amended. Adopted as is.

## **International Existing Building Code – Amendments**

### Part 1

- No amendments to Part 1.

### Part 2

- The entire 2015 International Fuel Gas Code is adopted as law.
- The following sections are amended:
  - o No sections amended. Adopted as is.

# 2012 International Mechanical Code

## Summary of Changes from the 2009 IPC

### Chapters 1 through 15

102.3: ASHRAE/ACCA/ANSI Standard 180 is now specified for the inspection for maintenance of an HVAC system. **ADDITION**

202: Environmental Air – The definition of environmental air has been expanded through the addition of parking garage exhaust. **DEFINITION**

306.5: It has been clarified that permanent access is required to equipment and appliances on a roof or elevated structure higher than 16 feet above grade, and required clearances are now provided to assure access to ladders required for access to roofs or elevated structures. **CLARIFICATION**

308.5: Allowable clearance reductions must now be based on listed and labeled reduced-clearance protective assemblies in accordance with UL 1618. **ADDITION**

401.4: The minimum clearance between an air intake opening and any public way is now measured from the opening to the lot line, not to the centerline of the public way. **ADDITION**

Table 403.3: Nail stations in nail salons must now each be provided with a source capture system. **ADDITION**

404.1: The mechanical ventilation systems required in enclosed parking garages are now permitted to be operated automatically by carbon monoxide detectors. **RELAXATION**

501.2, 506.4: Those locations where an independent exhaust system is required are now established in a single code provision. **CLARIFICATION**

505.1: Domestic kitchen exhaust ducts are now required to be independent of all other exhaust systems. **ADDITION**

506.3.7.1: Criteria are now provided for the construction of a grease reservoir in a grease duct system where the reservoir is not a manufactured product. **ADDITION**

506.3.8: In addition to the reformatting of previous criteria for grease duct cleanouts, gasket and sealing materials on grease duct cleanout doors must now be rated at a minimum of 1500 degrees F. **ADDITION**

506.3.9: Criteria for cleanouts serving horizontal grease ducts have been rearranged for ease of use and clarification, and several technical provisions have been added or modified. **CLARIFICATION**

506.3.10: Grease ducts installed in underground locations are now regulated based upon a number of new provisions. **ADDITION**

506.3.11.2: Field-applied grease duct enclosure systems are now specifically prohibited from being used to reduce clearance to combustibles. **ADDITION**

507.2: A Type I or Type II commercial kitchen hood is not required for appliances with listed integral downdraft exhaust systems. **RELAXATION**

507.2.1: Type I hoods no longer are required to be installed where complying electric cooking appliances are being used. **RELAXATION**

507.2.1.1: A method is now required to keep the pilot burner on a gas cooking appliance from being extinguished when the kitchen exhaust fan interlock shuts off appliances. **ADDITION**

507.2.1.2: Manufacturers of listed Type I commercial cooking hoods are now required to provide information on a label attached to the hood specifying the listed minimum exhaust air flow for the hood based upon the cooking appliance duty classification. **ADDITION**

507.2.2: A Type II hood is now required to be installed above all appliances that produce products of combustion but do not produce grease or smoke. An exact exhaust rate is specified for areas where a cooking appliance is being used but a Type II hood is not required. **ADDITION**

507.10: Field-applied grease duct enclosure systems are now specifically prohibited from being used as enclosures over the top of Type I hoods. **ADDITION**

510.7: Automatic fire suppression systems are no longer required in the exhaust ducts in semiconductor fabrication facilities. **RELAXATION**

601.4: Chimneys and vents are now permitted to pass through a plenum where in compliance with one of three new allowances. **RELAXATION**

602.2.1: It has been clarified that any material or assembly that encloses a combustible material in a plenum must be noncombustible, gypsum board, or listed and labeled as part of a tested assembly or system. **CLARIFICATION**

603.7: In relationship to the required garage/dwelling separation, only those ducts that penetrate a wall or ceiling between the dwelling and the adjacent private garage need comply with Section 603.7. **RELAXATION**

603.9: Unlisted duct tape is no longer permitted as a sealant on nonmetallic ducts. **ADDITION**

603.17, 202: Air dispersion systems as defined in Section 202 and recognized in UL 2518 are now permitted to be installed. **RELAXATION**

805.3: The maximum offset in a factory-built chimney is now specified and the number of offsets has been limited. **ADDITION**

901.4: Fireplace accessories must now comply with UL 907, which has been added to Chapter 15. **ADDITION**

928: Requirements for the installation of evaporative coolers have been introduced into the IMC in the new Section 928. **ADDITION**

1101.10: Locking caps are no longer required on refrigerant access ports if the refrigeration equipment is located in a secured location. **RELAXATION**

1105.6, 1105.6.3: The minimum ventilation rates in an ammonia machinery room must now be in accordance with IIAR2. **ADDITION**

1106.4: The ventilation requirements of Section 1106.3 for ammonia machinery rooms are now mandatory in order to be exempted from the Class 1, Division 2 hazardous location requirements of NFPA 70. **ADDITION**

# 2012 International Plumbing Code

## Summary of Changes from the 2009 IPC

### Chapters 1 through 14

202: The definition of “plumbing fixture” has been modified to include fixtures such as waterless urinals.  
DEFINITION

202: The definition of “grease interceptor” has been modified for consistency with current industry terms for the two general types of grease interceptors being used in plumbing installations. DEFINITION

303.1, 303.4: The identification requirements for plumbing products and materials have been clarified.  
CLARIFICATION

308.9: In parallel water distribution systems, the hot and cold water piping may now be grouped in the same pipe bundle. RELAXATION

315.1: The provisions for sealing any annular spaces created at piping penetrations have been revised to be consistent with the building envelope sealing requirements of the International Energy Conservation Code.  
ADDITION

403.1: Service sinks are no longer required in Group B and M occupancies where the occupant load does not exceed 15. RELAXATION

403.2: The exemption from separate plumbing facilities for each sex in Group M mercantile occupancies now applies where the occupant load of the occupancy does not exceed 100. RELAXATION

403.2.1: Where separate toilet facilities for each sex are required and only one water closet is mandated in each facility, two family or assisted-use toilet facilities are now permitted to substitute for the separate facilities for each sex. RELAXATION

403.3.2: The IBC requirement prohibiting the opening of toilet rooms directly into food preparation areas is now also established in the IPC. CLARIFICATION

403.3.6: Locking devices are now specifically prohibited on the egress door of toilet rooms designed for multiple occupants. ADDITION

403.5: Where drinking fountains are required, the permitted locations of the fountains have been specified regarding their placement in multi-tenant facilities, similar to the permitted locations for required public toilet facilities. RELAXATION

405.3.1: The minimum depth of a water closet compartment containing a wall-hung water closet has been reduced from 60 inches to 56 inches. RELAXATION

405.4: The use of a waste connector and sealing gasket is now permitted as an acceptable means to connect floor outlet plumbing fixtures, allowing for water closet installations that are provided with a gasketed waste tube outlet connection. RELAXATION

407.2: Bathtubs are now required to be equipped with an overflow, and the required stopper must be watertight. ADDITION

410: The IBC provisions addressing the minimum required number of drinking fountains have been replicated in the IPC to provide clarity and consistency of application. CLARIFICATION



417.5.2.6: Recognition of an acceptable shower pan liner system using liquid-type, trowel-applied, load-bearing, bonded waterproof materials has been added to the current listing of acceptable shower floor liner methods. **RELAXATION**

424.9: The recognition of performance standard ASME A112.4.2 now ensures the protection of the public by setting temperature limits and minimum acceptable backflow protection requirements for water closet personal hygiene devices. **ADDITION**

504.4.1: It has been clarified that water heaters with separate storage tanks shall be provided with complying temperature and pressure protection. **CLARIFICATION**

504.7: It has been clarified that drain pans are only required for storage-tank-type water heaters or hot water storage tanks. **CLARIFICATION**

605: Polyethylene of raised-temperature (PE-RT) plastic hot and cold water tubing and distribution systems are now recognized by the IPC. **RELAXATION**

Table 605.3: Reference standard AWWA C901, "Polyethylene (PE) Pressure Pipe and Tubing, ½ in. Through 3 in., for Water Service," has been added to the list of standards in Table 605.3 regulating PE plastic water service pipe and tubing. **RELAXATION**

Table 605.3: Reference standard AWWA C904, "Cross-Linked Polyethylene (PEX) Pressure Pipe, 1/2 in. Through 3 in. for Water Service," has been added to the list of standards in Table 605.3 regulating PEX water service piping. **RELAXATION**

606.7: Water distribution piping that is installed in bundles must now be labeled for content and direction of flow. **ADDITION**

607.1.1: A water heater thermostat is now prohibited from being used as the temperature-limiting device where the code requires a limit for hot or tempered water. **ADDITION**

607.2: The maximum distance between a hot water supply source and all fixtures served by the supply source has been reduced from 100 feet to 50 feet. **ADDITION**

607.5: The International Energy Conservation Code (IECC) requirement for insulating hot water piping in automatic temperature maintenance systems is now also a provision in the IPC. **CLARIFICATION**

608.8: Wherever nonpotable water systems are installed, including outside of the building, the piping must be identified. **ADDITION**

704.3, 711.2.1: Horizontal branches are now permitted to connect at any point in a stack above or below a horizontal offset. In addition, horizontal branches are now allowed to connect to the base of stacks at a point located not less than 10 times the diameter of the drainage stack downstream from the stack. **RELAXATION**

Table 709.1: Where fixtures are provided in addition to those in a bathroom group, the footnote addressing additional drainage fixture unit values is now also applicable to those bathroom groups not located within dwelling units. **CLARIFICATION**

712.3.3: Materials acceptable for use in sump pump and ejector pipe and fittings materials are now specifically listed. **CLARIFICATION**

712.3.5: Where sump pumps connect to the drainage system, they are now permitted to connect to a building sewer, building drain, soil stack, waste stack, or horizontal branch drain. **RELAXATION**

715.1: In the determination of backwater valve protection from sewage backflow, the use of the finished floor elevation where the fixtures are installed rather than the flood level rim of the fixtures provides a new point of reference. **CLARIFICATION**

802.1.8: Sinks used for food preparation and consumption purposes are no longer permitted to connect directly to the drainage system. **ADDITION**

802.2: The thresholds at which indirect waste piping is required to be trapped have been increased and an exception has been added to address clear waste water. **ADDITION**

802.3: The list of locations where waste receptors cannot be located has been expanded to specifically include plenums, crawlspaces, attics, and interstitial spaces above ceilings and below floors. **ADDITION**

901.3, 918.8: Air admittance valves complying with reference standard ASSE 1049, "Performance Requirements for Individual and Branch-Type Air Admittance Valves for Chemical Waste Systems," are now permitted to be used for venting chemical waste systems. **RELAXATION**

903.5: The prohibited locations for vent terminals have been revised to provide consistency with the IMC. **CLARIFICATION**

915.2: The length of a combination waste and vent system is unlimited. **CLARIFICATION**

917: The single-stack vent system method, similar to the Philadelphia stack drainage system, has been added as an acceptable venting system. **RELAXATION**

1002.1: Floor drains in multi-level parking garages are no longer required to have individual traps, provided the drains are connected to a main trap before discharge to a combined sewer. **RELAXATION**

1003.1: It has been clarified that required interceptors and separators are permitted to be located downstream of the building drain. **CLARIFICATION**

1003.3.1: Grease interceptors are now permitted to be installed in series instead of requiring replacement of an existing grease interceptor that is too small. **RELAXATION**

1003.3.4: In regard to grease interceptors, the new term "hydromechanical" provides a clear distinction from gravity interceptors in order to provide clarity regarding the applicable requirements for each type of interceptor. **CLARIFICATION**

1105: Outdated code requirements have been replaced with new provisions that properly address the installation and sizing of roof drains. **RELAXATION**

1107: New requirements have been added to address the design of siphonic roof drainage systems by referencing the standard ASPE 45 for design of the system and ASME A112.6.9 for use of the roof drain. **ADDITION**

Chapter 13: Provisions addressing gray-water recycling systems have been relocated from Appendix C to a new Chapter 13 in the body of the code. **CLARIFICATION**

# 2015 International Mechanical Code

## Summary of Changes from the 2012 IMC

### Chapters 1 through 15

304.11: The exception allows for fall-arresting restraint systems to be employed instead of guards on roofs. **RELAXATION**

306.1: More than just appliances are now required to have access for inspection, service, replacement and repair. **ADDITION**

307.2.5: The code requires that condensate drains be configured or equipped to allow maintenance of the drain without the drain pipe or tubing being cut. **ADDITION**

307.3: Condensate pumps located in uninhabitable spaces and used with condensing fuel-fired appliances and cooling equipment must be connected to the appliance or equipment served by the pump to prevent water damage in the event of pump failure. **ADDITION**

401.2, 407.1, Table 403.3.1.1: Occupancies including hospitals, nursing homes, detoxification facilities and ambulatory care facilities must be ventilated in accordance with a new standard, ASHRAE 170. **ADDITION**

403.2.1, Table 403.3.1.1: The revisions to Section 403.2.1 and notes b and g of Table 403.3.1.1 clarify that recirculation of air within a space is permitted. **CLARIFICATION**

403.3: The new text introduces the basic requirements of ASHRAE 62.2 related to mechanical ventilation for Group R-2, R-3 and R-4 buildings three stories or less in height. **ADDITION**

Table 403.3.1.1: The revised note h to Table 403.3.1.1 recognizes new Section 502.20 for the design of manicure and pedicure station exhaust systems and also specifies the applicability to both. Note h addresses the relationship between the source capture system exhaust-flow rate and the exhaust-flow rate specified within the table for nail salons. **ADDITION**

404.1: For enclosed parking garages, the ventilation system must operate continuously or must be automatically controlled for intermittent operation utilizing both carbon monoxide and nitrogen dioxide detectors. The option to detect vehicle operation or occupant presence has been deleted. **ADDITION**

501.3: The adjective “public” was added to “nuisance” to make this requirement more enforceable. The new exception correlates with Section 505.1, exception 1. **CLARIFICATION**

502.20: New text specifically covers manicure and pedicure stations and states exhaust requirements in addition to those in Table 403.3.1.1. In previous editions of the code, pedicure stations were not specifically called out, as the text in Table 403.3.1.1 referred only to nail salons generically. **ADDITION**

504.5, 504.8.4.3: New text recognizes the use of dryer exhaust duct power ventilators (DEDPVs) for installations that exceed the allowable exhaust duct length for clothes dryers. **RELAXATION**

504.8.2: Instead of prohibiting all duct fasteners such as screws and rivets, the code now limits the penetration of fasteners where installed. **CLARIFICATION**

505.1, 505.4: The scope of domestic kitchen hoods coverage has been expanded to beyond dwelling units. Domestic hoods are mandated in new Section 505.4. **ADDITION**

505.3: New text regulates the design and construction of exhaust shafts that serve domestic kitchen exhaust systems in multistory buildings. **ADDITION**

506.3.7.1: A grease duct reservoir must now be the full width of the duct in all cases, and the reservoir must be provided with a drain opening. **ADDITION**

506.3.8: The cleanout spacing provisions have been added to be consistent with Section 506.3.9 for horizontal ducts. **CLARIFICATION**

506.3.11: The code specifically prohibits the installation of fire and smoke dampers in grease ducts. **CLARIFICATION**

506.5.1.2: New text addresses the enclosure requirements for in-line exhaust fans located in kitchen hood exhaust ducts, in effect treating them the same as ducts. **ADDITION**

507.1: A requirement has been added for Type I hood installations to comply with all aspects of a Type I exhaust system, whether the Type I hood is required by the code or installed by choice. **ADDITION**

507.1.1: The requirement for automatic activation of the exhaust system has been revised to provide the intended performance requirements and to clarify that an interlock arrangement is an alternative to automatic hood operation. **CLARIFICATION**

507.1.1.1: New text prohibits the use of a single sensor mounted in the common ductwork for commercial kitchen hood systems having multiple hoods manifolded together. **ADDITION**

507.2.8: The code now recognizes the use of disposable grease filters. **RELAXATION**

508.1.2: This new section requires that an air balance schedule be submitted with the design plans for commercial kitchen ventilation systems. **ADDITION**

510.4, 510.5: Text in previous editions of the code that alluded to the recirculation of hazardous exhaust has been deleted. The previous exception was too broad in application, so the entire section has been formatted to clarify the scope of the exception. Previous item 7 has been revised to prescribe the method for maintaining continuous negative pressure. **ADDITION**

510.7.1.1: A pointer to the International Building Code (IBC) provisions for hazardous exhaust duct penetrations of shafts has been added. **CLARIFICATION**

514.2: Energy recovery ventilation (ERV) systems of the coil-type heat exchanger (run-around coils) are no longer limited in their application. **RELAXATION**

601.5: The often misunderstood provisions in previous editions of the code for return air have been relocated from a section specific to forced-air/warm-air furnaces in Chapter 9 to a more generic section in Chapter 6. The provisions have been clarified and streamlined to capture the desired intent. **CLARIFICATION**

602.1: The revision clarifies that a plenum in a fire area cannot be connected to a plenum in an adjoining fire area by means of transfer ducts or openings, regardless of the presence of fire dampers. **CLARIFICATION**

602.2: Depending on the construction type of the building, plenums are no longer allowed to be bounded by the building materials that create the space being used as a plenum. **ADDITION**

602.2.1.5: The code now addresses those products that in previous editions of the code did not fall under the category of piping, wiring, ductwork, tubing, insulation and other continuous large surface area

materials installed in plenums. A definition has been added to describe what is meant by discrete products.

**ADDITION**

Table 603.4: The table for duct gages for dwelling units has been replaced with thicknesses consistent with the SMACNA sheet metal construction standard. **CLARIFICATION**

603.9: Duct sealant tapes used on sheet-metal ducts must be listed to UL 181B as is required for sealing tapes and mastics for flexible ducts. Snap-lock and button-lock seams are no longer exempt from the sealing requirements. **ADDITION**

701.2: Where dampers are installed on combustion air openings, the code now requires an interlock with the appliance to prevent operation of the appliance where the damper is closed. Manual dampers are prohibited on combustion air opening. **ADDITION**

802.9: To prevent damage to the vent, door or surrounding materials, doors are not permitted to swing within 12 inches of an appliance vent terminal. **ADDITION**

903.4: Gasketed (sealed) doors are prohibited on factory-built fireplaces except where the fireplaces are listed for use with such doors. **ADDITION**

1102.3: The requirement for making refrigerant access ports tamper resistant has been expanded to apply to existing systems when service to such systems involves adding or removing refrigerant. **ADDITION**

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Hillary Bueker, Senior Planner, Planning and Development Services, 325-657-4210

Meeting Date: October 16, 2018

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance approving case Z18-20, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road (Jon James)

## **Summary/History:**

A request for approval of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District on the subject properties. The applicant is intending to legalize an existing home and add additional residential homes. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. City Staff has also included three adjacent properties as part of this request to clean up the Zoning District Lines. The properties located along Grape Creek Road are currently residential homes with only a small portion of their properties zoned commercial.

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

On September 17, 2018 the Planning Commission unanimously recommended APPROVAL of the rezoning.

## **Attachments:**

- |                         |                             |
|-------------------------|-----------------------------|
| 1. Draft Ordinance (RZ) | 18-99919_PL_Z18-20_ORD.docx |
| 2. Staff Report (RZ)    | CC Staff Report Z18-20.docx |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Hillary Bueker | Created/Initiated |
| Jon James      | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Jon James      | Approved          |
| Tina Dierschke | Approved          |
| Theresa James  | Approved          |
| Becky Dunn     | Approved          |
| Bryan Kendrick | Final Approval    |

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **3210 LAKE DRIVE and 3201, 3207, and 3211 GRAPE CREEK ROAD, CITY of SAN ANGELO, TEXAS, compromising a total of 2.93 ACRES,** FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO THE SINGLE FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z18-20

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single Family Residential (RS-1) Zoning District; and,

WHEREAS, on the 16<sup>th</sup> day of October, 2018, City Council held a public hearing on Z18-20, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned SINGLE FAMILY RESIDENTIAL (RS-1) Zoning District:

**The real property located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road, compromising a total of 2.93 acres in S.B. Ratliff Subdivision, Lots 1, 2, 3 and 4, Block 3, and Lot 3, Block 4, City of San Angelo, Tom Green County, Texas.**

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



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

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

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

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

INTRODUCED on the **16th day of October, 2018**, and finally PASSED, APPROVED AND ADOPTED on this the **6th day of November, 2018**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan Kendrick, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

# Exhibit A (RS-1 Boundary Map)

Single Family  
Residential (RS-1)

**Z18-20: Flores-Duran/COSA**

**3210 Lake Drive**

**3201, 3207, 3211 Grape Creek Road**

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 100 ft

## Legend

Subject Properties:

Current Zoning: CG/CH

Requested Zoning Change: RS-1

Vision: Neighborhood



**CITY COUNCIL – OCTOBER 16 & NOVEMBER 6, 2018**  
**STAFF REPORT**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             |                                                                                                           |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------|
| <b>APPLICATION TYPE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             | <b>CASES:</b>                                                                                             |              |
| Rezoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             | Z18-20: Flores-Duran/COSA                                                                                 |              |
| <b>SYNOPSIS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                                                                                           |              |
| <p>A request for approval of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District on the subject properties. The applicant is intending to legalize an existing home and add additional residential homes. Section 310 of the Zoning Ordinance does not permit such use by right in the existing zoning district. City Staff has also included three adjacent properties as part of this request to clean up the Zoning District Lines. The properties located along Grape Creek Road are currently residential homes with only a small portion of their properties zoned commercial.</p> |                                             |                                                                                                           |              |
| <b>LOCATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             | <b>LEGAL DESCRIPTION:</b>                                                                                 |              |
| 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             | Being Lots 1, 2, 3 and 4, Block 3, and Lot 3, Block 4, S.B. Ratliff Subdivision, Tom Green County, Texas. |              |
| <b>SM DISTRICT / NEIGHBORHOOD:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>ZONING:</b>                              | <b>FUTURE LAND USE:</b>                                                                                   | <b>SIZE:</b> |
| SMD District #2 – Tom Thompson Riverside Neighborhood                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CG/CH – General Commercial/Heavy Commercial | Neighborhood                                                                                              | 2.93 acres   |
| <b>THOROUGHFARE PLAN:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                                                                                           |              |
| <p><u>Lake Drive</u> –Urban Minor Collector Street, Required 60’ min. ROW (70’ Existing), 50’ min. pavement width (30’ Existing).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                           |              |
| <b>NOTIFICATIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                           |              |
| <p>25 notifications were mailed within a 200-foot radius on August 31, 2018.<br/>         Zero responses has been received in support and One received in opposition.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                                                                                           |              |
| <b>STAFF RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |                                                                                                           |              |
| <p>Staff recommends <b>APPROVAL</b> of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |                                                                                                           |              |
| <b>PROPERTY OWNER/PETITIONER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |                      |              |
| Angelica Flores<br>Juvenal Duran                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                                                                                           |              |
| <b>STAFF CONTACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                                                                                           |              |
| Hillary Bueker<br>Senior Planner<br>(325) 657-4210, Extension 1547<br><a href="mailto:hillary.bueker@cosatx.us">hillary.bueker@cosatx.us</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |                                                                                                           |              |

**Rezoning:** 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 subject properties are designated “Neighborhood” in the City’s Comprehensive Plan which intends to “promote vibrant and viable neighborhoods and improve relationship between adjacent commercial and residential land use adjacencies.” The proposed rezoning would allow the addition of new single family homes, legalize the current residential uses, and fit into the adjacent residential zoning and uses. The proposed rezoning, if approved, would allow the property owners to make improvements to their land consistent with approved planning policies.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The proposed development and existing homes will comply with the Single-Family Residential development standards. The existing approximately 1 acre lots exceed the minimum lot area of 5,000 square feet, minimum lot frontage of 50 feet, and minimum lot depth of 100 feet in the RS-1 zoning district. Any future buildings will be required to comply with all required setbacks including 25-foot front yard setbacks from Lake Drive and Grape Creek Road, as well as the side yard and rear yard setbacks.
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 properties are located within an area with mixed uses, but is comprised of mostly residential with one commercial property directly north of 3210 Lake Drive. The subject parcels will be adjacent to residential lots on most sides and remain at a similar neighborhood scale in the proposed RS-1 zoning district.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The properties have been zoned Commercial since the 1954 Zoning Ordinance. Since Lake Drive was at one time related to U.S. Highway 87 (San Angelo - Sterling City Highway,) the Zoning Ordinance may have initially anticipated more commercial development which did not materialize. Allowing this rezoning would make better use of the land in a manner consistent with existing adjacent development.
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.* The rezoning is anticipated to have little to no adverse impact on the natural environment. There may be minor air and noise pollution as the proposed improvements are built, but those would be temporary.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There has not been any demonstrated community need for a use on the sites to be commercial. These sites have been used for residential purposes for some time and the new potential homes would not be allowed in the current CG/CH Zoning District. Allowing these sites to rezone to Single Family Residential would be reflective of the continuing need for residential homes in the city, rather than allowing a continuance of a zoning designation that has not been fully utilized in the past.
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 existing development pattern in this area along Lake Drive and Grape Creek Road is predominately residential. This rezoning to RS-1 will keep continuity with the majority of adjoining lots directly adjacent to the subject properties.

**Planning Commission Recommendation:**

On September 17, 2018, the Planning Commission recommended APPROVAL of a Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District, being 2.93 acres located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road. The following is the complete excerpt of the draft minutes from the September 17, 2018, meeting for this case:

Hillary Bueker, Senior Planner, presented the rezoning request. She explained that the Future Land Use is Neighborhood and that the current CG/CH Zoning does not allow residential uses. Mrs. Bueker explained that the Rezoning would allow the applicant to legalize an existing home and add additional homes, as well as removing the CG/CH zoning from three existing residential properties.

Mrs. Bueker outlined Staff's rationale to approve the Rezoning on the grounds that the Future Land Use of Neighborhood allows current and proposed residential uses; that the proposed development is consistent with the RS-1 Zone; that the area has mixed-use development but is mainly residential; and that the area has not developed in a commercial capacity.

Chair Stribling opened the meeting for public comment.

Mr. Reuben Espinoza, a local resident, asked for clarification if the properties would remain residential, and that if so, he would support the request.

Chair Stribling responded this was correct.

There was no further public comment.

Commissioner Smith made a Motion to recommend **APPROVAL** of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family (RS-1) Zoning District, being 2.93 acres of land located at 3210 Lake Drive and 3201, 3207, and 3211 Grape Creek Road. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 6-0.

**Recommendation:**

Staff's recommendation is for the City Council to **APPROVE** the rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Single Family Residential (RS-1) Zoning District.

**Attachments:**

Aerial Map  
Future Land Use Map  
Zoning Map  
Application  
Photographs  
Notification Map  
Resident Letter



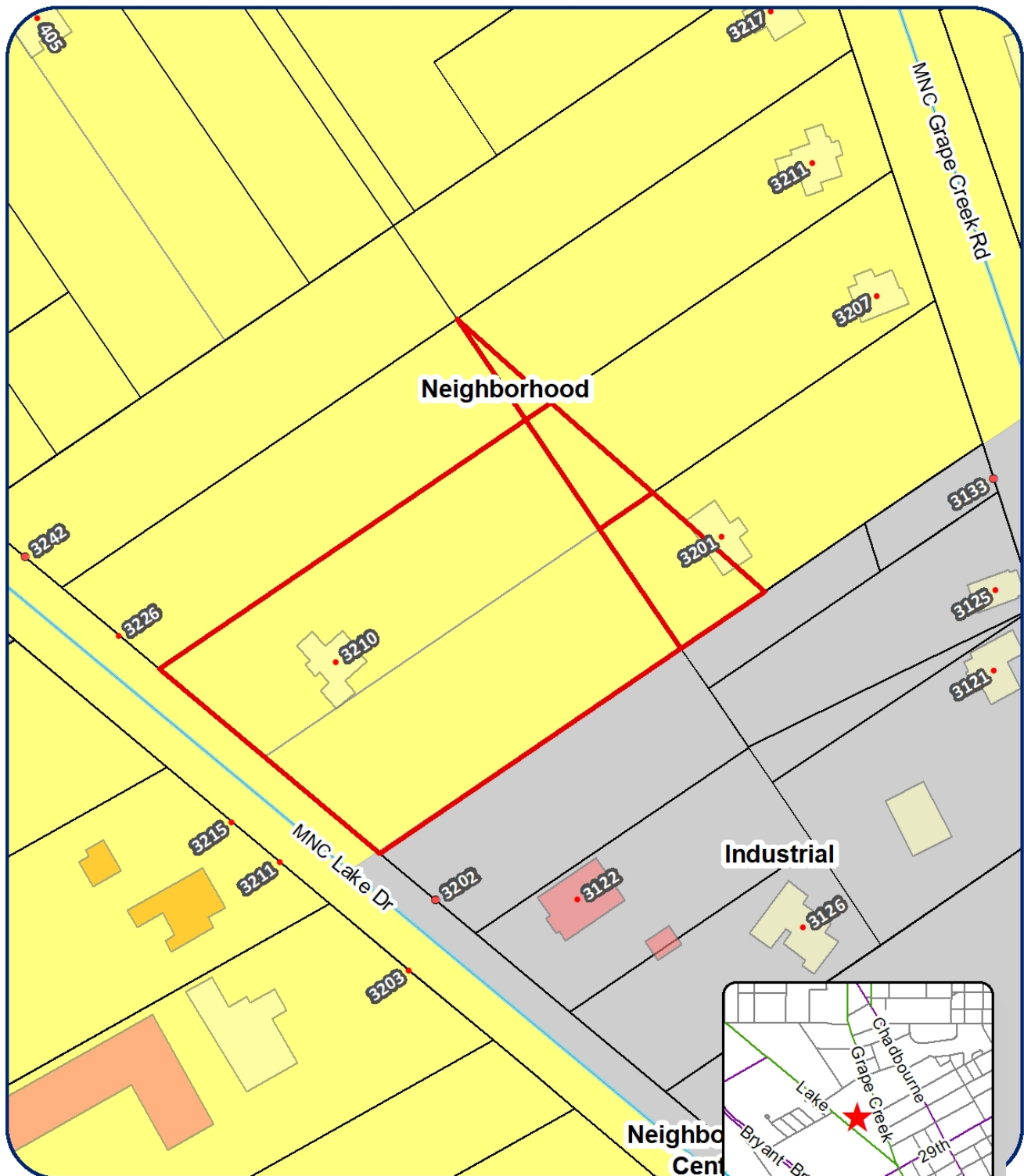


Scale: 1" approx. = 125 ft

Vision: **Neighborhood**







**Z18-20: Flores-Duran/COSA**

**3210 Lake Drive**

**3201, 3207, 3211 Grape Creek Road**

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 125 ft

**Legend**

Subject Properties:

Current Zoning: **CG/CH**

Requested Zoning Change: **RS-1**

Vision: **Neighborhood**





Effective January 3, 2017



City of San Angelo, Texas – Planning Division  
52 West College Avenue  
**Application for Approval of a Zone Change**



**Section 1: Basic Information**

Name of Applicant(s): Angelica Flores and Juvenal Duran

☒ Owner

☐ Representative (Notarized Affidavit Required)

4626 Armstrong St.

San Angelo

TX

76903

Mailing Address

City

State

Zip Code

661.478.9964

anfloresdrn@yahoo.com

Contact Phone Number

Contact E-mail Address

3210 Lake Dr.

San Angelo

TX

76901

Subject Property Address

City

State

Zip Code

Lot 1, Block 3, S.B. Ratliff Sbdn.

Legal Description (can be found on property tax statement or at [www.tomgreencad.com](http://www.tomgreencad.com))

R8126

Existing Zoning: CG/CH

Proposed Zoning: Conditional for RS-1

Lot size: 1.201 ac.

(Zoning Map available on [City Maps](#))

**Section 2: Site Specific Details**

Existing Use of Property: Residential

\*Proposed Use of Property: Residential - proposed replat into 2 lots has been submitted

\*Use separate attachment if necessary

**Section 3: Applicant(s) Acknowledgement**

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☒ If approved, a zone change is applied to the property, not the property owner.

☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.



Effective January 3, 2017

**Section 3 continued : Applicant(s) Acknowledgement**

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

|                                      |                                      |                                      |                |
|--------------------------------------|--------------------------------------|--------------------------------------|----------------|
| <u>Angelica Flores Juvenal Duran</u> | <u>Angelica Flores Juvenal Duran</u> |                                      | <u>8/20/18</u> |
| Owner Name (Print)                   | Signature                            | Company/Organization (If Applicable) | Date           |
| <u>Shelley L</u>                     | <u>Shelley L</u>                     |                                      | <u>8/20/18</u> |
| Representative Name (Print)          | Signature                            | Company/Organization                 | Date           |

**FOR OFFICE USE ONLY:**

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 8/20/18

Case No.: Z 18 - 20

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 625.00

Receipt #: 336266 Date paid: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign Deposit \$37.50

Receipt #: 336271 Date paid: \_\_\_\_/\_\_\_\_/\_\_\_\_

Affidavit attached? ☒ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no.: \_\_\_\_-\_\_\_\_

River Corridor Commission? ☐ Yes ☐ No If yes, RCC meeting date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Planning Commission hearing date: 9/17/18 Date notifications due: \_\_\_\_/\_\_\_\_/\_\_\_\_

City Council hearing date: 10/23/18 Packets due date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Publication date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Reviewed/Accepted by: H. Buelker Date: 8/20/18



**Site Photos**



Looking East at Subject Property from Lake Drive



Existing Home on Lot 2, Block 3, S.B. Ratliff Subdivision



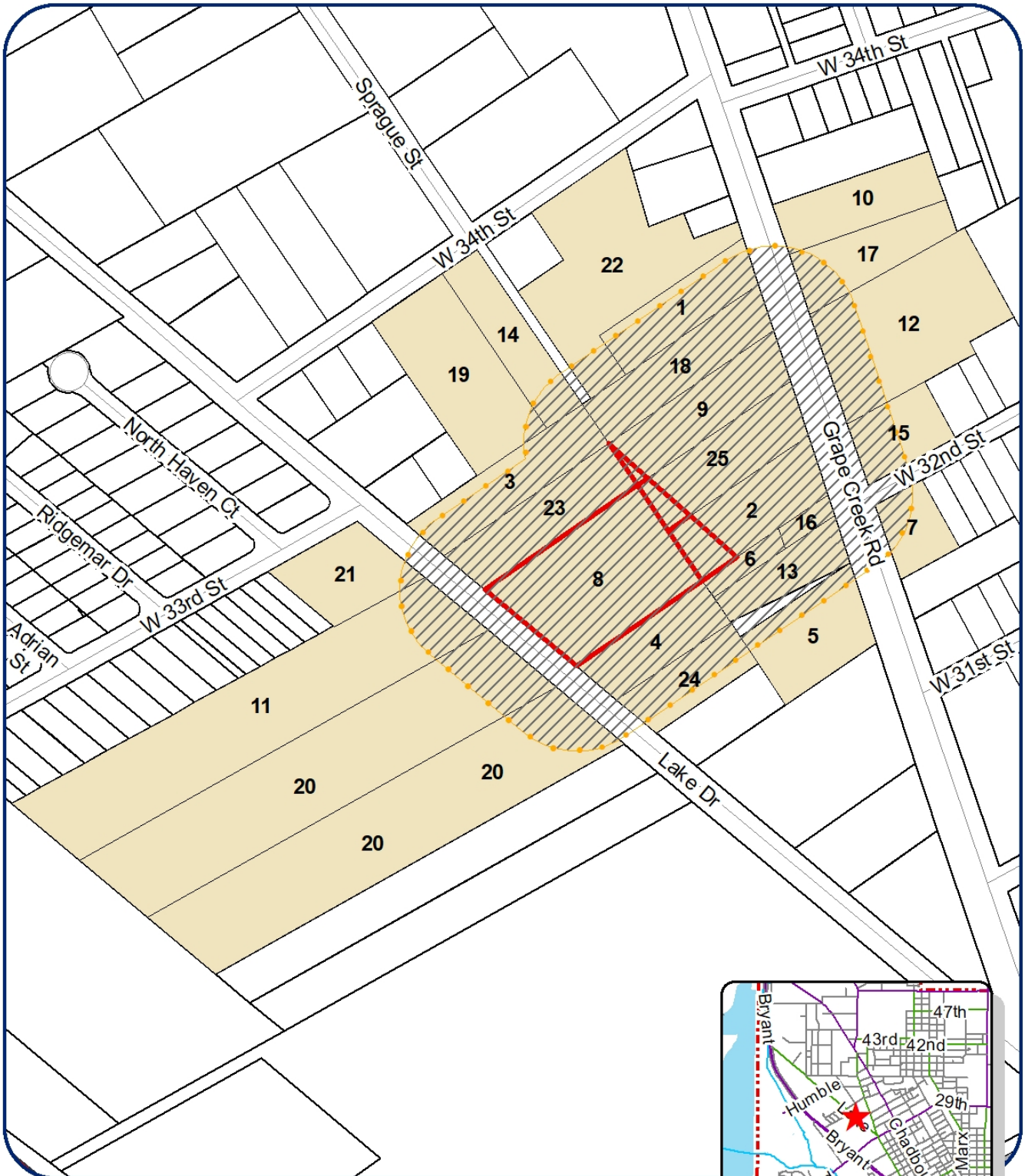


Vacant Lot 1, Block 3, S.B. Ratliff Subdivision



Surrounding Residential





**Z18-20: Flores-Duran/COSA**

**3210 Lake Drive**

**3201, 3207, 3211 Grape Creek Road**

Council District: SMD #2 - Tom Thompson

Neighborhood: Riverside

Scale: 1" approx. = 300 ft

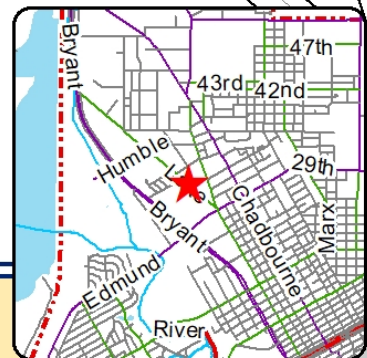
**Legend**

Subject Properties: █

Current Zoning: CG/CH

Requested Zoning Change: RS-1

Vision: Neighborhood





TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY  
ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING  
DIVISION AT 72 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

( ) IN FAVOR

( ☒ ) IN OPPOSITION

REASON(S) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

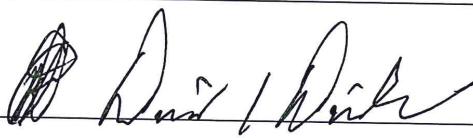
\_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ 

Z18-20: Flores-Duran/COSA

Property owner number: 4

If you have any questions about these proceedings, please call Hillary Bueker, Senior  
Planner, with the City of San Angelo's Planning Division at (325) 657-4210 or by email at  
[hillary.bueker@cosatx.us](mailto:hillary.bueker@cosatx.us).

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Jeff Fisher, Sr. Planner, Planning and Development Services, 325.657.4210

Meeting Date: October 16, 2018

Item type: Regular Item

---

## **Caption:**

First reading and public hearing of an ordinance for Z18-17, a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street (Jon James)

## **Summary/History:**

The applicant has applied for a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on his property at 606 Rust Street to facilitate construction of a new single family home. The owner has applied for an affordable tax credit for this new home. After further research and a site investigation on August 31, 2018, the Planning Division is also recommending a City-initiated rezoning on the other properties zoned ML in this block that have existing single-family homes. The combined rezoning to RS-2 for most of the block, except for 630 Rust Street containing an existing plumbing business, will recognize the existing homes. The Appraisal District shows the existing homes were built between 1900 and 1963. There was no Zoning Ordinance until 1940 and the previous "M" and "M-1" industrial districts included cumulative zoning that also allowed single-family dwellings. Therefore, all of the existing homes are legal non-conforming. The rezoning would allow these homes to expand or for their owners to erect new single-family dwellings and structures without having to obtain other planning approvals.

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

On September 17, 2018 the Planning Commission unanimously recommended APPROVAL of the rezoning.

## **Attachments:**

- |    |                 |                                |
|----|-----------------|--------------------------------|
| 1. | Draft Ordinance | PL_Z18-17 Ordinance_FINAL.docx |
| 2. | Staff Report    | PL_Z18-17 report.docx          |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

|                |                   |
|----------------|-------------------|
| Jeff Fisher    | Created/Initiated |
| Jon James      | Approved          |
| Theresa James  | Approved          |
| Anthony Wilson | Approved          |
| Jon James      | Approved          |
| Tina Dierschke | Approved          |

Theresa James  
Becky Dunn  
Bryan Kendrick

Approved  
Approved  
Final Approval

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A; comprising 1.308 acres;** FROM LIGHT MANUFACTURING (ML) ZONING DISTRICT TO TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z18-17: Brewer / COSA

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Two-Family Residential (RS-2) Zoning District and,

WHEREAS, on the 6<sup>th</sup> day of November, 2018, City Council held a public hearing on Z18-17, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned TWO-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT;

**The real property generally located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A; being Lots 1-6 in Block 87 in the Fort Concho Addition, and comprising 1.308 acres; City of**

**San Angelo, Tom Green County, Texas**, shall henceforth be permanently zoned as follows:  
Two-Family Residential (RS-2) Zoning District.

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

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

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

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

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

INTRODUCED on the **16th day of October, 2018**, and finally PASSED, APPROVED  
AND ADOPTED on this the **6th day of November, 2018**.

THE CITY OF SAN ANGELO

---

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

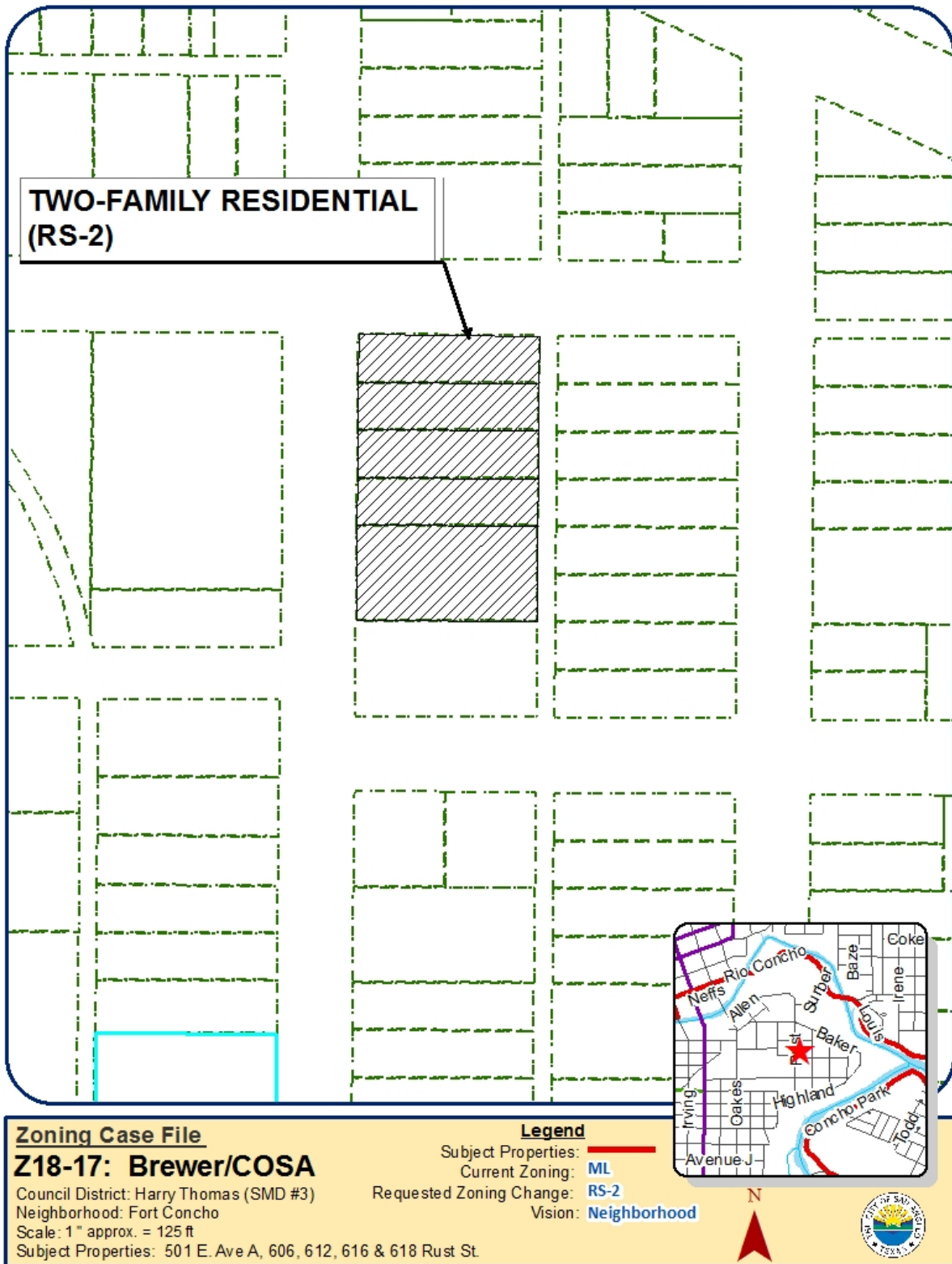
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Bryan Kendrick, City Clerk

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Theresa James, City Attorney

## Exhibit "A" (RS-2 Boundary Map)





**CITY COUNCIL – October 16 and November 6, 2018**  
**STAFF REPORT**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                                                                       |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------|--------------|
| <b>APPLICATION TYPE:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>CASE:</b>                        |                                                                                       |              |
| Rezoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Z18-17: Brewer / City of San Angelo |                                                                                       |              |
| <b>SYNOPSIS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                                                                       |              |
| <p>The applicant has applied for a rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on his property at 606 Rust Street to facilitate construction of a new single family home. The owner has applied for an affordable tax credit for this new home. After further research and a site investigation on August 31, 2018, the Planning Division is also recommending a City-initiated rezoning on the other properties zoned ML in this block that have existing single-family homes. The combined rezoning to RS-2 for most of the block, except for 630 Rust Street containing an existing plumbing business, will recognize the existing homes. The Appraisal District shows the existing homes were built between 1900 and 1963. There was no Zoning Ordinance until 1940 and the previous "M" and "M-1" industrial districts included cumulative zoning that also allowed single-family dwellings. Therefore, all of the existing homes are legal non-conforming. The rezoning would allow these homes to expand or for their owners to erect new single-family dwellings and structures without having to obtain other planning approvals.</p> |                                     |                                                                                       |              |
| <b>LOCATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     | <b>LEGAL DESCRIPTION:</b>                                                             |              |
| 501 East Avenue A and 606, 612, 616, and 618 Rust Street; located at the southeast corner of Rust Street and East Avenue A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     | Being Lots 1-6 in Block 87 of the Fort Concho Addition                                |              |
| <b>SM DISTRICT / NEIGHBORHOOD:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>ZONING:</b>                      | <b>FLU:</b>                                                                           | <b>SIZE:</b> |
| SMD District #3 – Harry Thomas<br>Fort Concho Neighborhood                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Light Manufacturing (ML)            | N - Neighborhood                                                                      | 1.308 ac.    |
| <b>THOROUGHFARE PLAN:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                                                                       |              |
| <p><b>Rust Street</b> – Urban Local Street<br/> Required: 50' right-of-way, 40' pavement or 36' with a 4-foot sidewalk<br/> Provided: 80' right-of-way, 36' pavement and no sidewalk (complied with subdivision standards at time of platting)</p> <p><b>East Avenue A</b> – Urban Local Street<br/> Required: 50' right-of-way, 40' pavement or 36' with a 4-foot sidewalk<br/> Provided: 80' right-of-way, 36' pavement and no sidewalk (complied with subdivision standards at time of platting)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                                                                                       |              |
| <b>NOTIFICATIONS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                                                       |              |
| 19 notifications mailed within 200-foot radius on September 4, 2018. One was received in support. 0 in opposition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                                                       |              |
| <b>STAFF RECOMMENDATION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                                                                       |              |
| Staff recommends <b>APPROVAL</b> of the rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                                                       |              |
| <b>PROPERTY OWNER/PETITIONER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |  |              |
| <i>Property Owner:</i> Terry Shaner, Galilee Community Development Corp.<br><i>Applicant:</i> Mr. Robby Brewer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |                                                                                       |              |
| <b>STAFF CONTACT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                                                       |              |
| Jeff Fisher, AICP<br>Senior Planner<br>(325) 657-4210, Extension 1550<br><a href="mailto:jeff.fisher@cosatx.us">jeff.fisher@cosatx.us</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                                                                       |              |

**Rezoning:** 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 subject property has a Future Land Use designation of “Neighborhood” since the City’s original 2003 Comprehensive Plan. The Neighborhood designation is for predominantly residential housing. As outlined in the 2009 Strategic Plan update to the Comprehensive Plan, “Neighborhoods, in order to be sustainable, should have a diversity of residential products and affordable levels.” The current Light Manufacturing (ML) zoning is an industrial classification not consistent with these Neighborhood policies and the single-family homes built on the property. Previous City Councils and Planning administrations since at least 2003 have recommended this neighborhood be residential, likely to reflect the existing homes which have existed since at least the mid-1960s. A rezoning to RS-2 would be consistent and compatible with the Neighborhood designation in the Comprehensive Plan, also support a diversity of housing choices including single-family homes and two-family homes.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* All of the subject lots were already platted and each lot has a lot frontage of 50 feet, a lot depth of 190 feet, and a lot area of 9,500 square feet well exceeding the RS-2 zoning standards of 50 feet frontage, 100 feet depth and 5,000-square feet of lot area for the single-family dwellings. They also exceed the minimum 6,500 square foot lot area for two-family dwellings in case any of the properties wanted to add a second dwelling unit in future. The subject block between East Avenue A and East Avenue C on the east side of Rust Street is the last ML-zoned group of properties on this side of Rust Street. The entire remainder of the surrounding 0.35-mile area east of Rust Street between Baker Street, Spencer Street and East Highland Boulevard is almost entirely zoned RS-2 and all of the properties are designated “Neighborhood” with almost entirely residential uses. Therefore, a rezoning to RS-2 would be appropriate given the existing uses and future land uses of the 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 proposed RS-2 zoning will be compatible with the surrounding area. As indicated above, the entire 0.35-mile surrounding area is already zoned RS-2 with one and two-family residential structures and designated “Neighborhood” in the Comprehensive Plan which supports residential development. The property at 618 Rust Street is adjacent to an existing commercial plumbing facility zoned ML but the house has existed since 1900 according to the Appraisal District. The commercial structure was built in 1985 according to the Permits and Inspections Division after the house. The Planning Division believes that

although the two uses are different, a rezoning to RS-2 is appropriate to recognize the existing single-family home and the long term residential “Neighborhood” designation in the Comprehensive Plan.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The existing ML zoning, formerly the M-1 district, had allowed single-family homes prior to 2000, but this is no longer the case. The entire 0.35-mile area east of Rust Street is now exclusively zoned RS-2 and designated “Neighborhood” in the Comprehensive Plan supporting residential, not industrial development. These changed conditions are also reflected in the existing single-family homes along the subject block. Therefore, the Planning Division believes that an RS-2 zone change would be appropriate.
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.* The Planning Division does not anticipate any negative effects on the natural environment. A review of grading, drainage, and stormwater would take place at the permit stage for the applicant’s property at 606 Rust Street. All other residential properties in this block contain existing single-family homes with paved driveways.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The Planning Division believes there is a community need for the proposed rezoning to RS-2. As indicated, the applicant for 606 Rust Street plans to erect a single-detached dwelling on this property in future, with a possible affordable housing tax credit. Given that the 0.35-mile surrounding area is fully occupied with residential housing and zoned accordingly, the Planning Division believes there is a community need for more housing in this location.
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.* There are no anticipated changes to existing development patterns. The existing lots were previously platted and exceed the minimum lot dimensions for RS-2 zoning. Rust Street and West Avenue C are both local residential streets consistent with the future residential zoning.

**Planning Commission Recommendation:**

On September 17, 2018, the Planning Commission recommended **APPROVAL** of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. The following is the complete excerpt of the draft minutes from the September 17, 2018, meeting for this case:

Public hearing and consideration of a request for approval of a Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family (RS-2) Zoning District, being 1.308 acres of land located at 501 East Avenue A and 606, 612, 616, and 618 Rust Street.

Jeff Fisher, Senior Planner, presented the rezoning request. He explained that the applicant for 606 Rust Street wanted to rezone this property from Light Manufacturing (ML) to Two-Family Residential (RS-2) to build a new single-detached dwelling. After reviewing the area, Mr. Fisher indicated that the Planning Division decided to include a City-initiated rezoning on four other properties with existing single-detached dwellings on the same block, 501 West Avenue A, and 601, 612, 616 Rust Street. He explained that almost all the land east of Rust Street within 1/3 mile was zoned Two-Family Residential and designated "Neighborhood" in the City's Comprehensive Plan with many single-family homes. Mr. Fisher outlined Staff's rationale to approve the Rezoning on the grounds that the RS-2 zoning would be consistent with the "Neighborhood" Comprehensive Plan designation; that all the lots are pre-existing and comply with the RS-2 standards; that the 1/3 mile east of Rust Street is already zoned RS-2 and designated Neighborhood; and that the previous M-1 zoning prior to 2000, now ML, had allowed these homes by-right.

Chair Stribling opened the meeting for public comment.

There was no public comment.

**Commissioner Jackson made a Motion to recommend APPROVAL of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties. Commissioner Uherik seconded the Motion. The Motion passed unanimously, 6-0.**

**Recommendation:**

Staff's recommendation is for City Council to **APPROVE** the proposed rezoning from the Light Manufacturing (ML) Zoning District to the Two-Family Residential (RS-2) Zoning District on the subject properties.

**Attachments:**

Aerial Map

Future Land Use Map

Zoning Map

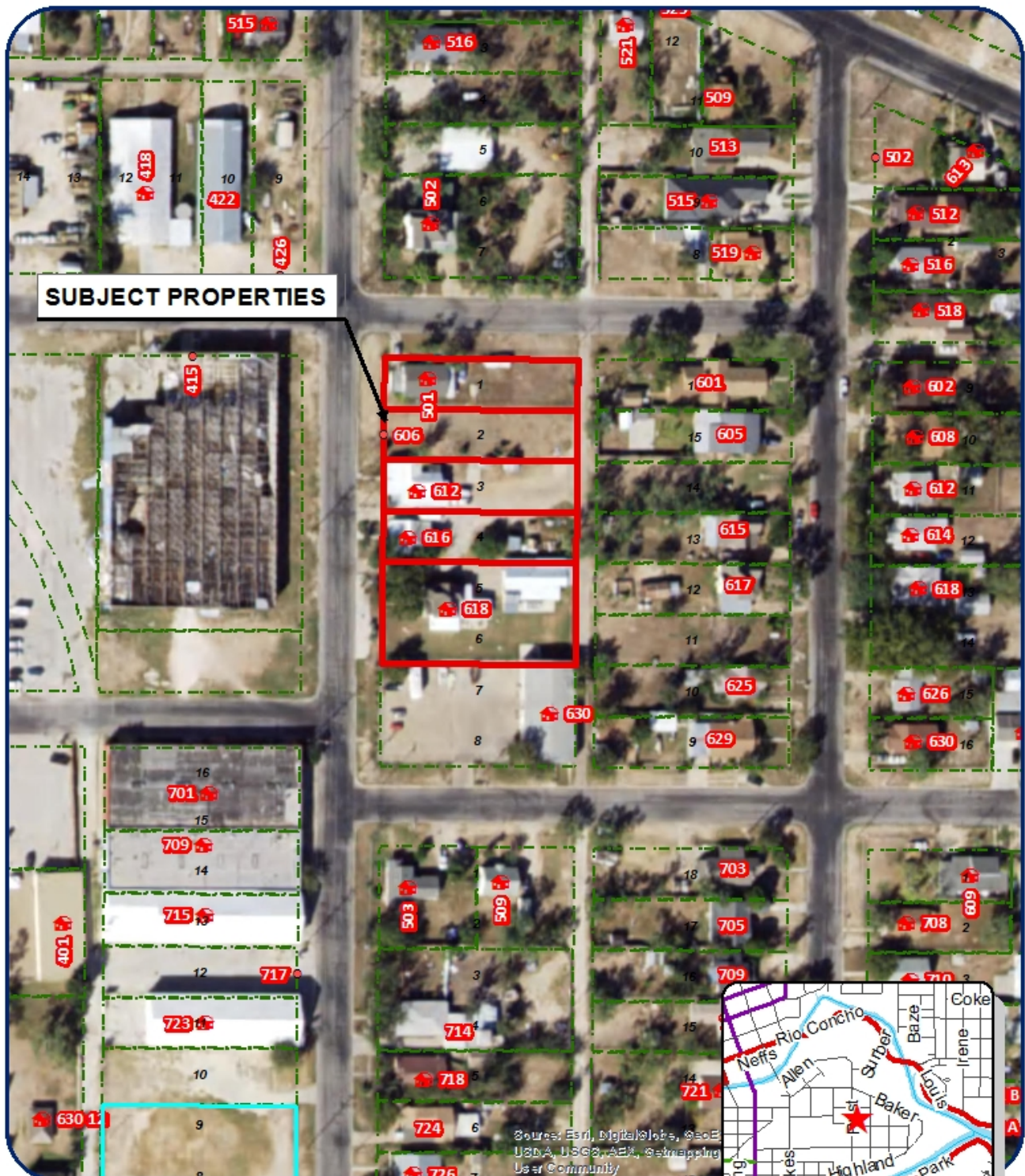
Photographs

Response Letter

Applicant's Response to Zoning Criteria

Application





### Zoning Case File

## Z18-17: Brewer/COSA

Council District: Harry Thomas (SMD #3)

Neighborhood: Fort Concho

Scale: 1" approx. = 125 ft

Subject Properties: 501 E. Ave A, 606, 612, 616 & 618 Rust St.

### Legend

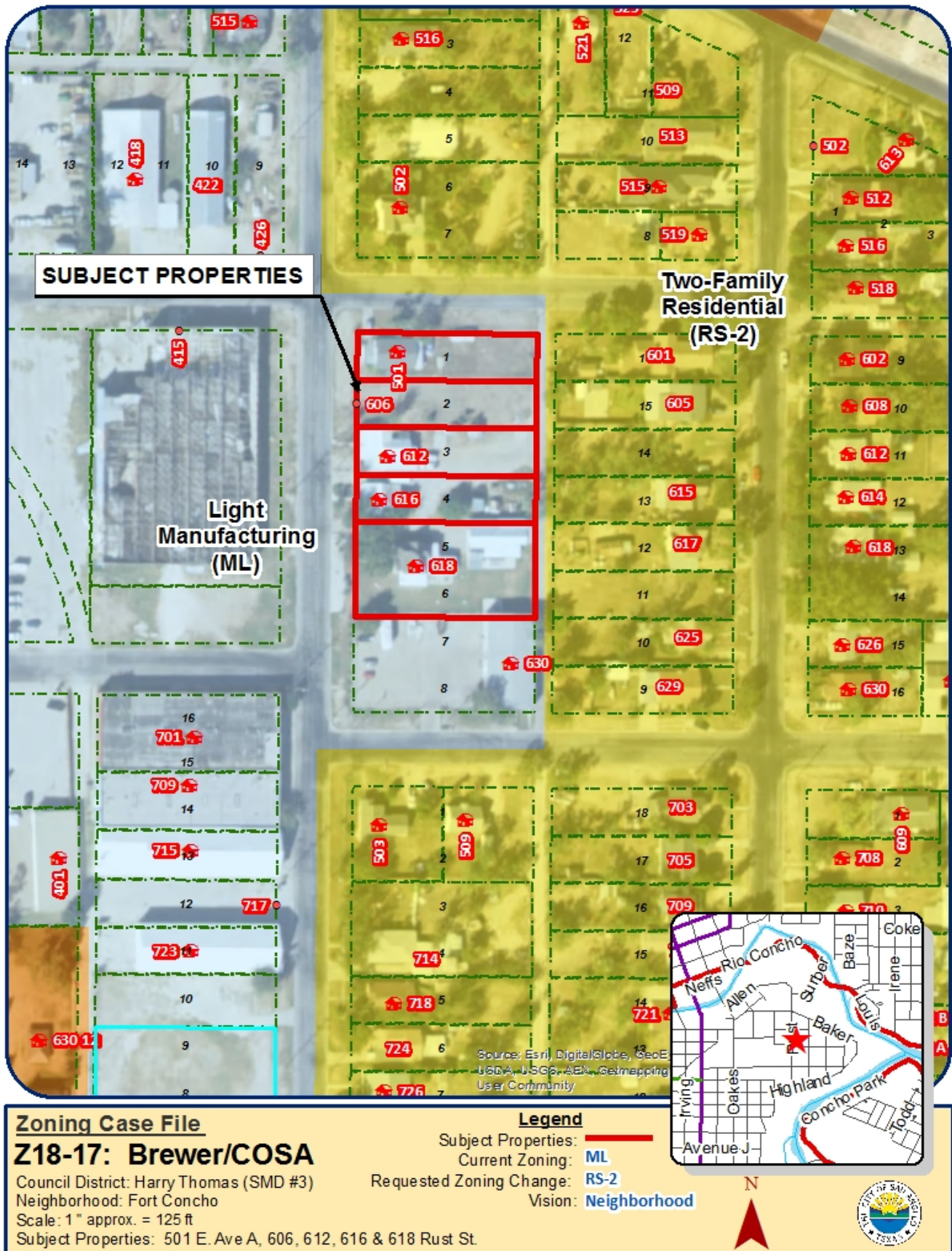
Subject Properties: —  
Current Zoning: ML  
Requested Zoning Change: RS-2  
Vision: Neighborhood













## Photos of Site and Surrounding Area

**NORTH**



**SOUTH**



**WEST**



**EAST AT SUBJECT PROPERTIES  
501 W. AVE A, 606 AND 612 RUST STREET**



### **Photos of Site and Surrounding Area**

**EAST AT SUBJECT PROPERTIES  
606, 612 AND 618 RUST STREET**



**SOUTHEAST - EXISTING PLUMBING BUSINESS  
630 RUST ST**



**LOOKING SOUTHWEST – RUST STREET**





Staff Report – Z18-17: Brewer / City of San Angelo  
October 16 and November 6, 2018

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X)

IN FAVOR

~~(X)~~

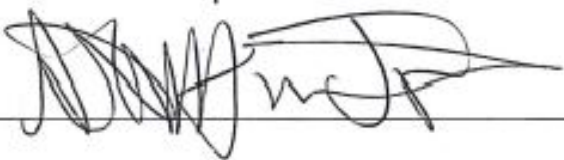
Change

IN OPPOSITION

REASON(S) \_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: STEVE HAMPTON

ADDRESS: 5126 Saddle Ridge Trail  
SAN ANGELO TX 76904

SIGNATURE: 

Z18-17: Brewer / City of San Angelo  
property owner number: 12

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at [jeff.fisher@cosatx.us](mailto:jeff.fisher@cosatx.us).

**Sec. 212. Amendments to Text or Official Zoning Map**

G. Amendment Criteria. The wisdom of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the sound legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt, adopt with modifications or deny the proposed amendment, the City Council shall at a minimum consider the following factors.

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.

Yes. The proposed amendment is compatible  
with the Comprehensive Plan.

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

Yes. The proposed amendment is consistent  
with the zoning ordinance.

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.

Yes. The proposed amendment is compatible  
with the surrounding area.

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

n/a

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, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment

No. The proposed amendment would not result in significant adverse impacts on the natural environment

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

Yes. The proposed amendment will be used for community development.

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.

Yes. The proposed amendment meets the existing pattern of urban development in this area.



Effective January 3, 2017

| <br><b>City of San Angelo, Texas – Planning Division</b><br><b>52 West College Avenue</b><br><b>Application for Approval of a Zone Change</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|
| <b>Section 1: Basic Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                             |
| Name of Applicant(s): <u>Robby Brewer</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                             |
| <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Representative (Notarized Affidavit Required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                             |
| Mailing Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | City                                | State      Zip Code         |
| <u>1404 S. DAKES ST</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>San Angelo</u>                   | <u>TX</u> <u>76903</u>      |
| Contact Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Contact E-mail Address              |                             |
| <u>(325) 450-4279</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>Brewer.Built@yahoo.com</u>       |                             |
| Subject Property Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | City                                | State      Zip Code         |
| <u>606 Rust Street</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>San Angelo</u>                   | <u>TX</u>                   |
| Legal Description (can be found on property tax statement or at <a href="http://www.tcomarcenscd.com">www.tcomarcenscd.com</a> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                             |
| <u>Acres: 0.218, Lot 2, Bk 87, Subd. Fort Concho Addition</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |
| Existing Zoning: <u>L/M</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Proposed Zoning: <u>Residential</u> | Lot size: <u>&lt;1 acre</u> |
| (Zoning Map available on <a href="#">City Maps</a> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                             |
| <b>Section 2: Site Specific Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                             |
| Existing Use of Property: <u>Vacant</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                             |
| *Proposed Use of Property: <u>Residential - Single Family home</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                             |
| *Use separate attachment if necessary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                             |
| <b>Section 3: Applicant(s) Acknowledgement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                             |
| (By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                             |
| <input checked="" type="checkbox"/> An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner.                                                                                                                                                                                                                                                                                                                                                    |                                     |                             |
| <input checked="" type="checkbox"/> No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.                                                                                                                                                                                                                                                                 |                                     |                             |
| <input checked="" type="checkbox"/> If approved, a zone change is applied to the property, not the property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                             |
| <input checked="" type="checkbox"/> The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                             |
| <input checked="" type="checkbox"/> If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                             |
| <input checked="" type="checkbox"/> Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances. |                                     |                             |
| <input checked="" type="checkbox"/> One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.                                                                                                                                                             |                                     |                             |
| <input checked="" type="checkbox"/> If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.                                                                                                                               |                                     |                             |

Staff Report – Z18-17: Brewer / City of San Angelo  
October 16 and November 6, 2018

Effective January 3, 2017

**Section 3 continued : Applicant(s) Acknowledgement**

☐ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

|                                                    |                                  |                                                            |                        |
|----------------------------------------------------|----------------------------------|------------------------------------------------------------|------------------------|
| <u>Galilee CDC</u><br>Owner Name (Print)           | <u>Terry Juarez</u><br>Signature | <u>Galilee CDC</u><br>Company/Organization (if Applicable) | <u>7/30/18</u><br>Date |
| <u>Robby Brewer</u><br>Representative Name (Print) | <u>Robby Brewer</u><br>Signature | <u>Galilee CDC</u><br>Company/Organization                 | <u>7/27/18</u><br>Date |

**FOR OFFICE USE ONLY:**

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 7,30,18

Case No.: Z 18-17

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 500.00  
125.00

Receipt #: \_\_\_\_\_ Date paid: 7,30,18

Sign Deposit \$37.50

Receipt #: \_\_\_\_\_ Date paid: 7,30,18

Affidavit attached? ☒ Yes ☐ No ☐ N/A Applicant's signature on information sheet? ☒ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☐ No If yes, ZCI case no.: \_\_\_\_\_

River Corridor Commission? ☐ Yes ☒ No If yes, RCC meeting date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Planning Commission hearing date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date notifications due: \_\_\_\_/\_\_\_\_/\_\_\_\_

City Council hearing date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Packets due date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Publication date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Reviewed/Accepted by: KMH Date: 7,30,18

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: October 16, 2018

Item type: Regular Item

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## **Caption:**

Update on Sales Tax revenue performance (Tina Dierschke)

## **Summary/History:**

Sales Tax Revenue has performed as follows this fiscal year:

October - an increase of 1.98%

Year to date, revenue is approximately \$73,633 more than budgeted.

## **Financial Impact:**

Sales Tax revenue for fiscal year 2019 is over year-to-date budget by 5.08% and \$73,633 after October 2019 receipts.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                         |                              |
|----|-------------------------|------------------------------|
| 1. | 181016 Sales Tax Update | 181016 Sales Tax Update.pptx |
|----|-------------------------|------------------------------|

## **Presentation:**

Tina Dierschke

## **Approvals/Reviews:**

Tina Dierschke

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Final Approval



# City Council

October 16, 2018



# Sales Tax Revenue

- Up 1.98% in October compared with the same month in prior year
- Over budget for revenue by \$73,633 year to date







# City Council

October 16, 2018





# MHMR Services for the Concho Valley

*"Working Together to Help People Help Themselves"*



**TO:**            **Appointing Agencies**  
Angelo State University- President  
City of San Angelo-City Council  
San Angelo Independent School District-Board of Trustees  
Tom Green County-Commissioners Court

**FROM:**        **Appointing Agencies - Liaison Representatives**  
Dr. Bradley Petty, Angelo State University  
Ms. Lucy Gonzales, City of San Angelo  
Mr. Aubrey DeCordova, Tom Green County  
Mr. Art Hernandez, San Angelo Independent School District

**SUBJECT:**     Appointments to the Board of Trustees of the MHMR Services for the Concho Valley

**DATE:**        October 5, 2018

The Liaison Representatives nominates the following persons for re-appointment to the MHMR Services for the Concho Valley Board of Trustees for an unexpired term ending October 31, 2020:

**Darling, Trudy-November 1, 2018 through October 31, 2020 (re-appointment)**  
**Houston, Cary-November 1, 2018 through October 31, 2020 (re-appointment)**  
**Shannon, Jacqueline-November 1, 2018 through October 31, 2020 (re-appointment)**  
**Stokes, John-November 1, 2018 through October 31, 2020 (re-appointment)**

Official appointment of these nominees is requested by the Liaison Representatives to provide a duly constituted Board of Trustees as required by the Texas Health and Safety Code Chapter 534 Community Centers. Documentation (notarized meeting minutes where applicable) of the appointments should be sent to the Annette Hernandez, Board Liaison, MHMR Services for the Concho Valley, 1501 West Beauregard, San Angelo, Texas 76901.

If you have any questions, please feel free to contact Ms. Annette Hernandez at (325) 658-7750 ext. 346.