



## **City Council Agenda 01/05/2016**

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on January 5, 2016 at 9:00 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

**1. Call to Order**

**2. Prayer and Pledge**

**3. Proclamations/Recognitions**

- a. Recognition of Cristian Alvarado, Chris Burney and Magen Cantrell for their heroism in saving a distressed driver.

**4. Public Comment**

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

**5. Consent Agenda**

- a. Consider approving the December 15, 2015 City Council regular meeting minutes (B.Kendrick)
- b. Consider adopting a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services; making provision for city participation in the costs associated with the MHU not to exceed \$116,690, for fiscal year 2015-2016; and finding a public purpose and benefit (T.Vasquez)
- c. Consider adopting a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU not to exceed \$40,361.00, for fiscal year 2015-2016; and finding a public purpose and benefit (T.Vasquez)
- d. Consideration of adoption of a resolution accepting a WIC grant for the twelve months from October 1, 2015 through September 30, 2016 including that the City of San Angelo provide certain services for the WIC program; authorization for the City Manager to execute a contract in substantially the attached form therefore with the Texas Department of State Health Services for an award of \$799,764, for the fiscal year; authorization for the City Manager to negotiate and execute such other contracts or addendums for grant funding for the balance of the fiscal year, and any related documents. (B.Salas)

- e. Consideration of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):  
50' of the E 250' of the S 1/2 of Block 2, Wade and Turner Addition; 316 W. 15th St.; Cesar Dela Torre (\$1,500)
- f. Consideration of approving a Resolution authorizing the City Manager to enter into a contract on behalf of the City with Ray Bunnell for the purchase of 0.976 acres, for use as a stormwater channel, and allocating closing and related costs and authorizing the City Manager to execute such related documents as may be necessary or convenient to complete the purchase for a total price, including costs, not to exceed Sixty Thousand Dollars (\$60,000) (C.Preas)
- g. Consideration of awarding RFQ No. ES-07-15 Indefinite Delivery Indefinite Quantity (IDIQ) for Professional Services to include Construction Materials Testing to the following testing firms and authorizing staff to negotiate a contract, and authorizing the City Manager to execute said contracts and any related documents (R.Pehl):
- Construction Services, San Angelo, Texas
  - SKG Engineering, San Angelo, Texas
  - Enprotech/Hibbs & Todd (eHT), Abilene, Texas
  - Terracon, Midland, Texas
  - Professional Services Industries (PSI), Odessa, Texas
- h. Consider approving and authorizing the City Manager to negotiate and execute a Purchase And Services Agreement with Western Towers for purchase and installation of a free standing communications tower in an amount not to exceed \$200,000 (B.Hasty)
- i. Second Reading for Case Z15-06, an Ordinance approving a request from the Petra Firma Development Group, Inc. to authorize a Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts, on 44.821 acres generally located north of Arden Road, west of F.M. 2288 (J. James)
- j. Second Reading for Case Z15-09, an Ordinance approving a request from the Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc. to authorize a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District, on 1.49 acres generally located at the northwest corner of North Main Street and East 8th Street (J. James)
- k. Second Reading on the adoption of an Ordinance amending Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 3 "Zoning Board of Adjustment" (J. James)
- l. Second reading and consider adopting an ordinance amending the San Angelo Code of Ordinances by amending Section 6.03.031 "Adoption And Amendments", deleting Section 6.03.063 " and adding Article 6.05 "Open Burning" as well as amending Chapter 10 "Traffic Control" Section 10.04.008 "Fire Lanes" (R.Coleman)

- m. Second reading and consider adopting an ordinance amending chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" of the Code of Ordinance of the City of San Angelo, Texas by adding Division 6 " Use of wireless communication devices"; Providing for a penalty; providing for severability, and providing an effective date (J.Fant)

## **6. Regular Agenda**

- a. First public hearing and consideration of introducing an ordinance amending Chapter 4, Article 4.04, Section 4.04.061 to adopt the 2015 edition of the International Building Code - (Presentation by Building Official Al Torres)
- b. Consider approving an agreement with the State of Texas to receive a MRAP armored vehicle to be used by the SAPD for critical incident response and authorizing City Manager to negotiate and execute all related documents (Presentation by Police Chief Tim Vasquez)
- c. First public hearing and consideration of an ordinance amending Appendix A, Article A8.000, Subsection A8.007 Water Billing Charges - (Presentation by Water Utilities Director Bill Riley)
- d. Discussion and possible consideration of City logo following results of public online survey - (Presentation by Public Information Officer Anthony Wilson)
- e. Approval of proposed terms of an agreement with the Concho Cruises concession at Lake Nasworthy - (Presentation by Parks & Recreation Director Carl White)
- f. Consideration of authorizing staff to develop plans for the renovation of the 29th street Sports Complex using half-cent sales tax funds in the amount of \$1,750,000 designated for this purpose - (Presentation by Recreation Manager Brent Casey)

## **7. Closed Session**

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
  - 1. 2013 Sealcoating Program Contract;
  - 2. Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and
  - 3. Templeton Construction, Inc.
- b. Section 551.071(2) to consult with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding the West Texas Water Partnership

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

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

b. Consideration of approving various Board nominations

1. Animal Services Advisory Board: Faye Doepp (SMD1) to a 2nd term ending January 2018; Jenie Wilson (SMD2/Animal Welfare) to a 1st term ending January 2018; Mo Soupiset (SMD5/Citizen) to an unexpired term ending January 2017; Brian Stevens (Mayor/Veterinarian) to an unexpired term ending January 2017
2. Civic Events Board: Scott Zaruba (Mayor) to a 1st term ending October 2017
3. MHMR Services: Tim Davenport-Herbst to a 1st term ending October 2017; Jeff Gibson to a 2nd Term ending October 2017; Pat Trevino to 1st Term ending October 2017; Linda Kujawski to a third term ending October 2017; and Diana Speiker to 1st Term ending October 2017

c. Announcements and consideration of Future Agenda Items

9. Adjournment

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 30th day of December 2015, at 3:00 p.m.

---

Bryan Kendrick, City Clerk

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

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

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



# Recognition

*A trio of young people in our community earlier this year selflessly rushed to the rescue of an older lady whose car was swept away by floodwaters that very well could have claimed her life. Today, we honor the heroism of Cristian Alvarado, Chris Burney and Magen Cantrell.*

*Late on the night of May 18th, Netty Roberts got caught in a fierce thunderstorm while driving to the airport to pick up a friend. With visibility reduced to almost zero, she turned around and headed back home, forgetting about a low-water crossing on Southwest Boulevard. Raging floodwaters swept her car off the roadway, lodging it on a cement ledge.*

*Witnessing this from the nearby McDonald's restaurant where they worked, Cristian, Chris and Magen instinctively rushed to help. The force of the water initially kept them from opening the car's door, and they were unsuccessful in breaking a window. Finally, with Mrs. Roberts also pushing from the inside, they managed to open the door and pull the 75-year-old woman to safety. Within minutes, the rising waters had completely submerged her car.*

*Mrs. Robert's family feels certain she wouldn't be here today if not for the bravery and quick actions of these three young citizens.*

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

***Cristian Alvarado  
Chris Burney  
Magen Cantrell***

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

***In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 5th day of January, 2016.***

---

***Dwain Morrison  
Mayor of the City of San Angelo***

City of San Angelo, Texas  
Regular City Council Meeting  
Tuesday, December 15, 2015

---

Present:

Mayor Dwain Morrison  
Mayor Pro tem Johnny Silvas, SMD 3  
Council Member Rodney Fleming, SMD 1  
Council Member Marty Self, SMD 2  
Council Member Lucy Gonzales, SMD 4  
Council Member Elizabeth Grindstaff, SMD 5  
Council Member Charlotte Farmer, SMD 6

**1. Call to Order**

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 9:00 a.m. on Tuesday, December 15, 2015, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

**2. Prayer and Pledge**

An invocation was provided by Bryan Kendrick, Pastor at Equip Church; and the pledges were led by the McKenzie Huckaby and the 2<sup>nd</sup> graders of Goliad Elementary.

The Goliad Elementary Choir led by Ms. Amaro, performed "Santa Clause is Coming to Town", "Rockin' Around the Christmas Tree" and "Feliz Navidad"

**3. Proclamations/Recognitions**

- a. The Miles Bulldogs and San Angelo Gators youth flag football teams were recognized for winning state championships
- b. Several City employees were recognized for successfully completing the Supervisor Safety Program

**4. Public Comment**

No public comments were made.

**5. Consent Agenda**

- a. Approval of the December 1, 2015 City Council regular meeting minutes
- b. Approval of authorization for the City Manager to execute and deliver a fourth amendment to the interlocal cooperation agreement between the Concho Valley Transit District (CVTD) and the City of San Angelo, in substantially the attached form
- c. Approval of a contract with Harrison Roofing in the amount of \$69,363.00 and authorizing City Manager to negotiate and execute all related documents for re-roofing of the Southside Recreation Center, 2750 Ben Ficklin Road
- d. *Item 5d was pulled for separate discussion*
- e. *Item 5e was pulled for separate discussion*
- f. Approval of declaring the north 1.5 acres of W. R. Probst 5.0 acre tract out of the James Williams Survey 121 1/2 surplus property and disposing of said surplus property under published RFB No. RE-03-16 for the highest sealed bid, being \$13,100.50 submitted by Miguel Duran and

authorizing the Mayor, City Manager or his designee to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights

- g. Approval of a new 40-year lake lot residential lease with the following Tenant:  
Sammie Angela Brown Management Trust: Lot 11, Group Lincoln Park East, Lake Nasworthy Addition
- h. Approval of adopting a resolution authorizing the Mayor to execute a Resolution authorizing sale of the following Tax Lot under the Urban Redevelopment Program  
711 W. 19th Street (Galilee Community Development Corporation)
- i. Approval of authorizing the sale of the following Lake Nasworthy property to current residential lake lot lease holder for the appraised value:  
Lot 4, Block 1, Group 20 (2109 Hillside Drive) \$51,400  
Lot 1, Block 1, Group 15 (2302 Fisherman's Road) \$110,000
- j. Second reading and approval of adoption of an ordinance amending the 2015-2016 budget for capital projects, incomplete projects, new projects, and grants
- k. Second reading and approval of adoption of an ordinance amending Appendix A, Article A8.000 by updating the Monthly Water and Sewer Rates

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to approve the Consent Agenda, with the exception of items 5d and 5e. The motion carried unanimously seven (7) ayes to zero (0) nays.

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

Parks & Recreation Director Carl White provided background information.

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

- e. Approval of an agreement between the City of San Angelo and the San Angelo Symphony Society for In-Kind Support for the July 3rd Pops Concert, and authorizing the Mayor and/or the City Manager to execute said agreement

Parks & Recreation Director Carl White provided background information.

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

## **6. Regular Agenda**

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

A Presentation was made by Fleet Services Superintendent Ryan Kramer. *A copy of the report is part of the permanent supplemental record.*

Citizen Harry Thomas expressed support for this program.

**Motion:** Council Member Grindstaff made a motion, seconded by Council Member Farmer, to approve awarding VM-07-15, as presented. The motion carried four (4) ayes to three (3) nays with Council Member Gonzales, Council Member Silvas and Mayor Morrison casting the dissenting votes.

**Recess:** At 10:08 a.m. Mayor Morrison called for a recess.

**Reconvene:** At 10:27 a.m. the meeting was reconvened.

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

A Presentation was made by Fire Marshal Ross Coleman. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Farmer made a motion, seconded by Council Member Silvas, to approve the ordinance, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- c. First public hearing and approval of an ordinance amending the Code of Ordinances of the City of San Angelo, Texas by deleting and replacing Chapter 4 Article 4.05 "Dangerous Buildings" in its entirety; providing for severability; providing for a penalty; and providing for an effective date

A Presentation was made by Fire Marshal Ross Coleman and Dangerous Buildings/Fire Inspector Joanna Jackson. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Self made a motion, seconded by Council Member Farmer, to approve the ordinance, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

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

This item was postponed to a future meeting.

- e. Consider approval and public hearing of the 2014 Consolidated Annual Performance and Evaluation Report (CAPER)

A Presentation was made by Neighborhood Services Director Bob Salas. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Grindstaff made a motion, seconded by Council Member Farmer, to approve the CAPER, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- f. Review, discussion, and possible action on the ordinance and bylaws governing the Animal Shelter Advisory Committee (ASAC)

A Presentation was made by Neighborhood Services Assistant Director James Flores. *A copy of the report is part of the permanent supplemental record.*

Consensus of Council was to direct staff to proceed as presented, with the exception of City Manager recommending board members.

- g. Approval of adoption of an resolution of general support for a Low Income Housing Tax Credit (LIHTC) project by Zimmerman Properties, LLC to construct affordable housing apartments in San Angelo on 29th and MLK Ave

A Presentation was made by Neighborhood Services Director Bob Salas and Zimmerman Properties Vice President Paul Holden. *A copy of the report is part of the permanent supplemental record.*

Citizens Garland Freeze and Dudra Butler spoke in support of this resolution.

**Motion:** Council Member Grindstaff made a motion, seconded by Council Member Farmer, to adopt the resolution, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

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

A presentation was made by Assistant Police Chief Jeff Fant. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Fleming made a motion, seconded by Council Member Farmer, to approve the ordinance, as presented. The motion carried six (6) ayes to one (1) nay with Council Member Self casting the dissenting vote.

**Recess:** At 11:31 a.m. Mayor Morrison took the Council into Executive Session (*Details below under Agenda Section 7 "Closed Session"*)

**Reconvene:** At 12:45 a.m. the meeting was reconvened.

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

A presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Farmer made a motion, seconded by Council Member Grindstaff, to approve the ordinance, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

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

A presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record.*

**Motion:** Council Member Silvas made a motion, seconded by Council Member Fleming, to approve the ordinance, as presented. The motion carried unanimously seven (7) ayes to zero (0) nays

- k. First Reading and Public Hearing on the adoption of an Ordinance amending Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 3 "Zoning Board of Adjustment"

A presentation was made by Planning & Development Services Director Jon James. *A copy of the report is part of the permanent supplemental record.*

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

## **7. Closed Session**

At 11:31 a.m. Executive Session was held under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.071(1)(a) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:  
2013 Sealcoating Program Contract;  
Martifer-Hirschfeld Energy Systems, LLC ET. AL. ; and  
Templeton Construction, Inc.
- b. Section 551.071(2) to consult with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding the West Texas Water Partnership
- c. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property related to drainage

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

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

No Action Taken.

- b. Announcements and consideration of Future Agenda Items

Council Member Grindstaff asked for a future presentation on the progress with Planning and Development Services (Including Permits, Plan Review, etc.) noting improvements and efficiencies.

Mayor Morrison asked for staff to provide information related to holding \$10 Adoptions

## **9. Adjournment**

Motion: Council Member Farmer made a motion, seconded by Council Member Gonzales, 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 12:57 p.m.

THE CITY OF SAN ANGELO

---

Dwain Morrison, Mayor

ATTEST:

---

Bryan Kendrick, City Clerk

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consider adopting a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) Services; making provision for city participation in the costs associated with the MHU not to exceed \$116,690, for fiscal year 2015-2016; and finding a public purpose and benefit (T.Vasquez)

## **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 or 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:**

The City of San Angelo will pay the County \$116,690 to support the Mental Health Unit. The funds for this are budgeted in the Police Department 2015-2016 budget.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                      |                                                                   |
|----|----------------------|-------------------------------------------------------------------|
| 1. | Interlocal Agreement | 16-121_PD_Mental Health Unit Interlocal Agreement tj changes.docx |
| 2. | Resolution           | 16-121_PD_MENTAL HEALTH UNIT_Resolution modified by TJ.docx       |

## **Presentation:**

No

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Jansa, Ryan     | Created/Initiated |
| Vasquez, Tim    | Approved          |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |



**INTERLOCAL AGREEMENT BETWEEN  
CITY OF SAN ANGELO AND TOM GREEN COUNTY  
AND THE TOM GREEN COUNTY SHERIFF  
FOR SERVICES FROM THE COUNTY MENTAL HEALTH 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**, 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**, County operates a mental health unit (“MHU”) for the benefit of its citizens and to allow patrol units to return to their law enforcement duties when a mental health situation arises; and

**WHEREAS**, City desires to support County in this endeavor; and

**WHEREAS**, this Agreement provides for City to benefit from the operation of the MHU and to contribute to the expenses associated with the MHU;

**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 benefits associated with the MHU. Any funds expended for undertaking governmental functions under this agreement shall come from the current funds of the party.

**ARTICLE 2: TERM.**

The term of this Agreement shall commence on October 1, 2015 and shall continue in full force and effect until September 30, 2016. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

**ARTICLE 3: OBLIGATIONS OF CITY.**

City agrees to:

Pay to County One Hundred Sixteen Thousand Six Hundred Ninety and 00/100 dollars (\$116,690.00) upon execution of this Agreement.

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

County agrees to operate a mental health unit through the Tom Green County Sheriff's Department. The MHU shall:

1. Consist of five (5) deputies and one (1) supervisor.
2. Operate 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 One Hundred Sixteen Thousand Six Hundred Ninety and 00/100 dollars (\$116,690.00) provided by City to support the MHU by paying salaries, providing supplies and equipment, and maintenance of equipment, including automobiles.

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

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

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

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

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

This Agreement may be terminated at any time by mutual agreement of the Parties.

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

If the governing body of a Party is required to approve this Agreement, it shall not become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving resolution or order of the governing body of said Party.

#### **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 the Agreement shall be submitted to the City Council and Commissioners Court for their consideration and approval.

#### **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 of the Parties hereto, it 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<br>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.<br>San Angelo, Texas 76903 |
| Telephone No.: | 325/657-4241                                    |
| Facsimile No.: | 325/657-4335                                    |

#### **ARTICLE NO. 15: APPLICABLE LAW**

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. City and County will have rights, immunities, and defenses available to them under law. 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.

EXECUTED in duplicate originals by the City of San Angelo on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANGELO:**

By:

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

ATTEST:

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

EXECUTED in duplicate originals by Tom Green County on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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

Approved as to content:

Approved as to form:

By: \_\_\_\_\_  
Tim Vasquez,  
City of San Angelo Police Chief

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

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY PROVIDING FOR MENTAL HEALTH UNIT (THE MHU) SERVICES; MAKING PROVISION FOR CITY PARTICIPATION IN THE COSTS ASSOCIATED WITH THE MHU NOT TO EXCEED \$116,690, FOR FISCAL YEAR 2015-2016; AND FINDING A PUBLIC PURPOSE AND BENEFIT

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 the City and County.

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

1. The services of the Mental Health Unit, Tom Green County, are deemed to provide a health and safety benefit for the citizens of the City of San Angelo, Texas which is a valid public purpose.
2. The City Manager or his designee is hereby authorized to execute the Interlocal Agreement Between The City Of San Angelo And Tom Green County For Services From The Mental Health Unit, providing for MHU response on request of local law enforcement for the provision of services to the needs of mentally ill, suicidal or homicidal persons in crisis for assessment and transport to appropriate and safe facilities
3. Authorizes City participation in the costs associated with the MHU not to exceed \$116,690, for fiscal year 2015-2016.

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Dwain Morrison, Mayor

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

APPROVED AS TO CONTENT

---

Tim Vasquez, Chief of Police

APPROVED AS TO FORM

---

Theresa James, City Attorney



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consider adopting a resolution authorizing the City Manager to execute an interlocal agreement with Tom Green County providing for Crisis Intervention Unit (CIU) Services; making provision for city participation in the costs associated with the CIU not to exceed \$40,361.00, for fiscal year 2015-2016; and finding a public purpose and benefit (T.Vasquez)

## **Summary/History:**

During the Budget process the City Council approved contributions to the County for 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 or family violence. This agreement detail services which are provided to the City by the Crisis Intervention Unit

## **Financial Impact:**

The City of San Angelo will pay the County \$40,361 to support the Crisis Intervention Unit. The funds for this are budgeted in the Police Department 2015-2016 budget.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                      |                                                                         |
|----|----------------------|-------------------------------------------------------------------------|
| 1. | Interlocal Agreement | 16-120_PD_Crisis Intervention Unit Interlocal Agreement - tj edits.docx |
| 2. | Resolution           | 16-120_PD_CRISIS INTERVENTION UNIT_ Resolution revised by TJ.docx       |

## **Presentation:**

No

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Jansa, Ryan     | Created/Initiated |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | 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**, County operates a crisis intervention unit ("CIU") to provide services to victims of crime; and

**WHEREAS**, City desires to support County in this endeavor; and

**WHEREAS**, this Agreement provides for City to benefit from the operation of the CIU and to contribute to the expenses associated with the CIU;

**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 benefits associated with the CIU.

**ARTICLE 2: TERM.**

The term of this Agreement shall commence on October 1, 2015 and shall continue in full force and effect until September 30, 2016. This Agreement may be terminated prior to this date in accordance with the termination provisions contained herein.

**ARTICLE 3: OBLIGATIONS OF CITY.**

City agrees to:

Pay to County Forty Thousand Three Hundred Sixty-One and 00/100 dollars (\$40,361.00) upon execution of this Agreement.

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

County agrees to operate a crisis intervention unit through the Tom Green County Sheriff's Department. The CIU shall:

1. Provide staff and trained civilian volunteers.
2. Operate 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 Forty Thousand Three Hundred Sixty-One and 00/100 dollars (\$40,361.00) provided by City to support the CIU by paying a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

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

This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control. Any funds expended for undertaking the governmental function under this agreement shall come from the current funds of the party.

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

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

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

This Agreement may be terminated at any time by mutual agreement of the Parties.

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

If the governing body of a Party is required to approve this Agreement, it shall not become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party as expressed in the approving resolution or order of the governing body of said Party.

#### **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 the Agreement shall be submitted to the City Council and Commissioners Court for their consideration and approval.

#### **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 of the Parties hereto, it 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<br>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.<br>San Angelo, Texas 76903 |
| Telephone No.: | 325/657-4241                                    |
| Facsimile No.: | 325/657-4335                                    |

### **ARTICLE NO. 15: APPLICABLE LAW**

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. City and County will have rights, immunities, and defenses available to them under law. 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.

EXECUTED in duplicate originals by the City of San Angelo on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANGELO:**

By:

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

ATTEST:

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

EXECUTED in duplicate originals by Tom Green County on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**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

Approved as to content:

By: \_\_\_\_\_  
Tim Vasquez,  
City of San Angelo Police Chief

Approved as to form:

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

**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY PROVIDING FOR CRISIS INTERVENTION UNIT (THE CIU) SERVICES; MAKING PROVISION FOR CITY PARTICIPATION IN THE COSTS ASSOCIATED WITH THE CIU NOT TO EXCEED \$40,361, FOR FISCAL YEAR 2015-2016; AND FINDING A PUBLIC PURPOSE AND BENEFIT**

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

1. The services of the Tom Green County Crisis Intervention Unit, are deemed to provide a health and safety benefit for the citizens of the City of San Angelo, Texas which serves a valid public purpose.
2. The City Manager or his designee is hereby authorized to execute the Interlocal Agreement Between The City Of San Angelo And Tom Green County For Services From The Crisis Intervention Unit and making provision for City participation in the costs associated with the CIU not to exceed \$40,361, for fiscal year 2015-2016.

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Dwain Morrison, Mayor

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

APPROVED AS TO FORM

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



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Bob Salas, Neighborhood Services Director, WIC, 325-655-0824

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consideration of adoption of a resolution accepting a WIC grant for the twelve months from October 1, 2015 through September 30, 2016 including that the City of San Angelo provide certain services for the WIC program, authorization for the City Manager to execute a contract in substantially the attached form therefore with the Texas Department of State Health Services for an award of \$799,764, for the fiscal year; authorization for the City Manager to negotiate and execute such other contracts or addendums for grant funding for the balance of the fiscal year, and any related documents. (B.Salas)

## **Summary/History:**

City of San Angelo acts as contractor, executing DSHS WIC Contract annually to accept federal funds through Texas Department of State Health to operate Women, Infants and Children's Nutrition Program locally.

WIC is a federally funded program and San Angelo WIC Local Agency 56 is expected to receive up to \$799,764 for the 2016 fiscal year. No local tax dollars are used.

## **Financial Impact:**

The WIC program will receive up to \$799,764 for the 2016 fiscal year as budgeted.

## **Other Information/Recommendation:**

Staff recommends council approval of WIC annual contract.

## **Attachments:**

- |    |                      |                                      |
|----|----------------------|--------------------------------------|
| 1. | WIC Grant Resolution | 16-131_WIC_GRANT_2015-2016_RESO.docx |
|----|----------------------|--------------------------------------|

## **Presentation:**

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Salas, Bob      | Created/Initiated |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |

A RESOLUTION OF THE SAN ANGELO CITY COUNCIL ACCEPTING A WIC GRANT FOR THE PERIOD FROM OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; INCLUDING THAT THE CITY OF SAN ANGELO PROVIDE CERTAIN SERVICES FOR THE WIC PROGRAM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A CONTRACT THEREFORE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES, FOR AN AWARD IN THE AMOUNT OF \$799,764.00, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE CONTRACT NO. 2016-048756-001, AND ANY RELATED DOCUMENTS WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE ACCEPTANCE OF SAID GRANT FUNDS.

WHEREAS, the City Council has adopted the Budget Ordinance for the City of San Angelo, for fiscal year 2015/2016, which authorized the application for annual Women, Infant, and Children Grant (WIC) funds; and,

WHEREAS, the Texas Department of State Health Service has awarded Seven Hundred Ninety-Nine Thousand Seven Hundred Sixty-Four Dollars (\$799,764.00) in funding for the time period beginning October 1, 2015 and ending September 30, 2016, payable on a reimbursement basis pursuant to terms and conditions as set forth in Contract No. 2016-048756-001, that includes provision for services relating to operation of the WIC program; and,

WHEREAS, the WIC program is administered by the City of San Angelo, WIC Division of the Neighborhood & Family Services Department;

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

The City Council hereby accepts the WIC grant from the Texas Department of State Health Services for time period beginning October 1, 2015 and ending September 30, 2016, including that the City of San Angelo provide certain services for the Special Supplemental Nutrition Program for Women, Infant, and Children (WIC), the grant being in the sum of Seven Hundred Ninety-Nine Thousand Seven Hundred Sixty-Four Dollars (\$799,764.00) for the time period beginning October 1, 2015 and ending September 30, 2016. The City Manager or his designee is hereby authorized to execute on behalf of the City of San Angelo Contract No. 2016-048756-001, and any related documents, with the Texas Department of State Health Service for the acceptance of said grant funds.

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Dwain Morrison, Mayor

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

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Robert Salas, Mgr. Community Dev. Div.

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consideration of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property (C.Preas):

50' of the E 250' of the S 1/2 of Block 2, Wade and Turner Addition; 316 W. 15th St.; Cesar Dela Torre (\$1,500)

## **Summary/History:**

The subject property was auctioned at Sheriff's Sale. No offers were received causing subject properties to be stuck-off to the City, as Trustee for itself and the other taxing entities.

## **Financial Impact:**

Upon approval: (1) The City will retain a \$500 Administration fee; (2) The balance will be distributed according to the judgment or tax warrant on the Sheriff's Return; and (3) Property will be reinstated back onto tax roll.

## **Other Information/Recommendation:**

Staff recommends approval

## **Attachments:**

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| 1. Map Wade & Turner                 | Map Blk 2 Wade_Turner.pdf             |
| 2. Property Analysis Wade and Turner | Property Analysis Wade and Turner.pdf |
| 3. Resolution Wade and Turner        | Resolution Wade and Turner.doc        |

## **Presentation:**

None

## **Approvals/Reviews:**

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

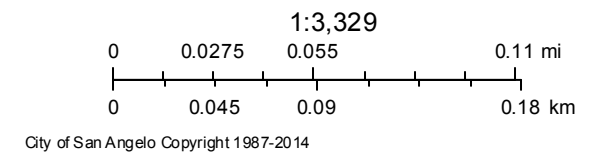


# Block 2 Wade and Turner



November 20, 2015

- |                         |                     |                          |
|-------------------------|---------------------|--------------------------|
| Parcels                 | Building Setback    | Emergency Vehicle Access |
| Platted Lot Line Labels | <b>Encumbrances</b> | Encumbrance Releases     |
| Platted Lot Lines       | <all other values>  | Abandonments Approved    |



# PROPERTY ANALYSIS

## For Tax Resale Property

**Legal Description:** West 50 feet of the East 250 feet of the South 1/2 of Block 2, Wade and Turner Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 171, Page 163, Official Public Records of Real Property, Tom Green County, Texas

**Improved/Unimproved** Unimproved

**Tax Suit Number:** B-12-0122-TAX

**Location:** 316 W. 15th Street

**City of San Angelo, et al.,** Lucy L. de la Rosa  
**vs.**

**Tax ID Number:** 25-47000-0002-015-00

**Judgment Date:** October 14, 2014

**Date of Sheriff's Sale:** October 6, 2015

**Sheriff's Deed Recorded:** October 21, 2015

**Years Held in Trust** 2 months

**Adjudge Value:** \$ 3,000.00 **Urban Redevelopment Program?** NO

**Amount of Offer:** \$ 1,500.00

|                             | Amounts Due       |                   | Priority          | % of           | Pro Rata        | Amounts           |
|-----------------------------|-------------------|-------------------|-------------------|----------------|-----------------|-------------------|
|                             | Fees              | Judgment          |                   |                |                 |                   |
|                             |                   |                   | Allocations       | Remainder      | Allocations     | Distributed       |
| Administration Fee          | \$500.00          |                   | \$500.00          | 0.00%          |                 | \$500.00          |
| Maintenance Fee             |                   |                   | \$0.00            | 0.00%          |                 | \$0.00            |
| District Clerk              | \$614.00          |                   | \$491.20          | 0.00%          | 80%             | \$491.20          |
| Sheriff's Fee               | \$100.00          |                   | \$80.00           | 0.00%          | 80%             | \$80.00           |
| Attorney Fee                | \$395.00          |                   | \$316.00          | 0.00%          | 80%             | \$316.00          |
| Municipal Liens Cust 5275   |                   | \$334.00          |                   | 17.66%         | \$19.92         | \$19.92           |
| Taxes                       | \$ -              | \$1,557.00        |                   | 82.34%         | \$92.88         | \$92.88           |
| <b>Total</b>                | <b>\$1,609.00</b> | <b>\$1,891.00</b> | <b>\$1,387.20</b> | <b>100.00%</b> | <b>\$112.80</b> | <b>\$1,500.00</b> |
| <b>Actual Total Amt Due</b> |                   | <b>\$3,500.00</b> |                   |                |                 |                   |
| <b>Amount Remaining</b>     |                   |                   | <b>\$</b>         | <b>112.80</b>  |                 |                   |

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



**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE  
MAYOR TO EXECUTE A TAX-RESALE (QUITCLAIM) DEED  
CONVEYING ALL RIGHT, TITLE AND INTEREST OF THE CITY OF  
SAN ANGELO, AND ALL OTHER TAXING UNITS INTERESTED IN  
THE TAX FORECLOSURE JUDGMENT**

**WHEREAS**, by Sheriff's Sale, the properties described below were struck-off to the City of San Angelo, Trustee, pursuant to a delinquent tax foreclosure decree of the 340<sup>th</sup> Judicial District, Tom Green County, Texas; and

**WHEREAS**, offer has been made for the purchase of said properties pursuant to Section 34.05, Texas Tax Code Ann.(Vernon, 1982); and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO** that its Mayor, Dwain Morrison, is hereby authorized to execute a Tax-Resale (quitclaim) Deed conveying the following described real properties to the following as specified below, all of the right, title, and interest of the City of San Angelo, and all other taxing units interested in the tax foreclosure judgment, located in San Angelo, Tom Green County, Texas:

Conveying to:

Cesar Dela Torre. (\$1,500)

West 50 feet of the East 250 feet of the South ½ of Block 2, Wade and Turner Addition, City of San Angelo, Tom Green County, Texas, as described in a deed recorded in Volume 171, Page 163, Official Public Records of Real Property, Tom Green County, Texas. Acct. #25-47000-0002-015-00

**APPROVED AND ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**THE CITY OF SAN ANGELO**

**Attest:**

\_\_\_\_\_  
Dwain Morrison, Mayor

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

**Approved As to Content:**

**Approved As to Form:**

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

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



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consideration of approving a Resolution authorizing the City Manager to enter into a contract on behalf of the City with Ray Bunnell for the purchase of 0.976 acres, for use as a stormwater channel, and allocating closing and related costs and authorizing the City Manager to execute such related documents as may be necessary or convenient to complete the purchase for a total price, including costs, not to exceed Sixty Thousand Dollars (\$60,000) (C.Preas)

## **Summary/History:**

Staff seeks Council approval to finalize the procurement of 0.972 acres out of Tract A-2, Section Two, T.J.A.K. Addition, for use as a stormwater channel, and a 20 foot wide access and utility easement in favor of the 0.976 acre tract. Property and easement are located near Old Knickerbocker Road and adjacent to City-owned property.

## **Financial Impact:**

Funding Source: Stormwater Funds

Purchase Price and all related closing costs not to exceed \$60,000

## **Other Information/Recommendation:**

Staff recommends authorizing the City Manager, to execute any necessary related documents for the acquisition of 0.972 acres and a 20 foot wide access and utility easement, which representatives of the City have successfully negotiated a sales price.

## **Attachments:**

1. Resolution RE Resolution Property Purchase.docx

## **Presentation:**

None

## **Approvals/Reviews:**

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

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT ON BEHALF OF THE CITY WITH RAY BUNNELL FOR THE PURCHASE OF CERTAIN REAL PROPERTY, BEING 0.976 ACRES AND A 20 FOOT ACCESS AND UTILITY EASEMENT, LOCATED NEAR OLD KNICKERBOCKER ROAD, ALLOCATING CLOSING AND RELATED COSTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH RELATED DOCUMENTS AS MAY BE NECESSARY OR CONVENIENT TO COMPLETE THE PURCHASE FOR A TOTAL PRICE, INCLUDING COSTS, NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00).**

WHEREAS, this land purchase is for a stormwater drainage facility; and,

WHEREAS, the purchase of this property will provide for a stormwater facility for the benefit of the City's stormwater program; and,

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

The City Manager is hereby authorized to negotiate and enter into a contract on behalf of the City with Ray Bunnell for the purchase of certain real property being 0.976 acres and a 20 foot access and utility easement, located near Old Knickerbocker Road, within the corporate limits of the City of San Angelo, Tom Green County, Texas, as more particularly described on **Exhibit "A"** attached to this resolution, allocating closing and related costs, and to execute such related documents as may be necessary or convenient to complete the purchase for a total price, including costs, not to exceed Sixty Thousand Dollars (\$60,000.00).

PASSED and APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Bryan Kendirck, City Clerk

\_\_\_\_\_  
Dwain Morrison, Mayor

APPROVED AS TO CONTENT

APPROVED AS TO FORM

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

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

Exhibit "A"

**TRACT ONE:**

Being an area of 0.976 acre, more or less, of land out of a portion of Tract A-2, Section Two, T.J.A.K. Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 12, Page 389, Official Public Records of Real Property of Tom Green County, Texas and said 0.976 acre tract being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap set for the southwest corner of this tract and the south southeast corner of a certain Tract D (Drainage Way) of the Replat Portion of Tract A-2, Section Two, T.J.A.K. Addition as per plat recorded in volume 411, Page 655, Official Public Records of Real Property of Tom Green County, Texas;

Thence with the west line of this tract and southerly east line of said Tract D, N 27° 40' 56" E. 515.50 feet to a ½" iron rod found for the northwest corner of this tract and an ell corner of said Tract D;

Thence with the north line of this tract and a line of said Tract D, S. 42° 40' 32" E. 90.23 feet to a ½" iron rod found for the northeast corner of this tract;

Thence with the east line of this tract and southerly east line of said Tract A-2, S. 27° 40' 56" W. 485.17 feet to a ½" iron rod with cap set for the southeast corner of this tract and south southeast corner of said Tract A-2;

Thence with the south line of this tract and said Tract A-2, N. 62° 19' 04" W. 84.98 feet to the place of beginning and containing an area of 0.976 acre of land.

**TRACT TWO:**

20 foot wide access and utility easement in favor of 0.976 acre tract shown on Plat recorded in Volume 411, Page 655, Official Public Records of Real Property of Tom Green County, Texas

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consideration of awarding RFQ No. ES-07-15 Indefinite Delivery Indefinite Quantity (IDIQ) for Professional Services to include Construction Materials Testing to the following testing firms and authorizing staff to negotiate a contract, and authorizing the City Manager to execute said contracts and any related documents (R.Pehl):

- Construction Services, San Angelo, Texas
- SKG Engineering, San Angelo, Texas
- Enprotech/Hibbs & Todd (eHT), Abilene, Texas
- Terracon, Midland, Texas
- Professional Services Industries (PSI), Odessa, Texas

## **Summary/History:**

In order to provide timely and cost effective construction materials testing services, the City of San Angelo Engineering Services Division is seeking responses to this Request for Qualifications (RFQ) from construction materials testing firms to engage as Professional Service Providers (PSPs) through award an On-Demand structured contracts to provide construction materials testing and other related services to ensure quality control for City of San Angelo construction projects. This RFQ is generally intended for small projects being considered for immediate evaluation in a time sensitive manner but may include larger projects as well. The City also reserves the right to issue individual RFQ's for specific projects.

An On-Demand contract will serve as a master agreement with no monetary value. Because of the on-demand nature of the need for services there is no guarantee of project assignment to the firms selected. Contracted firms may be awarded one or more assignments as projects become available. Award of an On-Demand contract, or subsequent assignment under an On-Demand contract, will not disqualify a firm from responding to any future RFQ.

On-Demand contracts will be awarded to a pool of 3-5 PSP's for a period of three years, with the option to renew for two additional one year terms, subject to agreement by both parties. Project-specific assignments will be made within the time frames during which the On-Demand agreement is valid. To remain valid, qualifications must be updated by the PSP to reflect any significant changes in the PSP's ownership, structure or method of operation, or when requested by the City of San Angelo. Duration of the agreement for each assignment will be negotiated and documented in the PSP contract for each project-specific assignment.

It is the intention of the City to go forward with this solicitation and selection process to retain the services of the best-qualified professionals for the size and scope of the projects contemplated.

## **Financial Impact:**

An IDIQ contract serves as a master agreement with no monetary value.

## **Other Information/Recommendation:**

The size and quantity of a project assigned to the successful Professional Service Provider (PSP) will vary depending on project need, schedule, PSP's work load, and availability of funding. It is anticipated that multiple PSPs will be contracted to provide professional services; however, there is no guarantee of the award of any assignments. Project-specific assignments will be made as the need arises based on the PSP's respective area of experience and their ability to support the project with proper staffing within the time frame and in the geographical area of the project. Initiation of projects is based on need and funding. Project size and quantity have not been defined. When there is more than one project of similar size, complexity, and general location (unless there is an advantage to the City) an effort will be made to avoid use of the same PSP for subsequent projects when other appropriately qualified PSPs are available. Each PSP with an On-Demand agreement may have a different volume or number of project-specific assignments, if any, since need and available funding may vary.

Staff recommends approval of all five (5) PSP submitted.

**Attachments:**

- |    |                      |                           |
|----|----------------------|---------------------------|
| 1. | RFQ Acknowledgements | RFQ Acknowledgement.pdf   |
| 2. | RFQ Rankings         | RFQ Ranking Worksheet.pdf |

**Presentation:**

N/A

**Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Pehl, Russell   | Created/Initiated |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |



**CITY OF SAN ANGELO**  
**Acknowledgements**  
**RFQ: ES-07-15 / Construction Materials Testing**

**Submissions Received**

**City, State**

|   |                                        |            |    |
|---|----------------------------------------|------------|----|
| 1 | Construction Services                  | San Angelo | TX |
| 2 | Enprotech/Hibbs & Todd (eHT)           | Abilene    | TX |
| 3 | Professional Services Industries (PSI) | Odessa     | TX |
| 4 | SKG Engineering                        | San Angelo | TX |
| 5 | Terracon                               | Midland    | TX |

**RFQ Invitations Sent To:**

**City, State**

|    |                                      |            |    |
|----|--------------------------------------|------------|----|
| 1  | KSA Engineering                      | San Angelo | TX |
| 2  | Bleyl & Associates                   | San Angelo | TX |
| 3  | Enprotec/Hibbs & Todd                | Abilene    | TX |
| 4  | JEA/Hyrotech Engineering             | Fort Worth | TX |
| 5  | SKG Engineering                      | San Angelo | TX |
| 6  | Talem                                | San Angelo | TX |
| 7  | White Buffalo Environmental Services | San Angelo | TX |
| 8  | X8Environmental, Inc.                | Lubbock    | TX |
| 9  | Construction Services                | San Angelo | TX |
| 10 |                                      |            | TX |
| 11 |                                      |            | TX |
| 12 |                                      |            | TX |
| 13 |                                      |            | TX |

**NOTE:** Include this form with your Agenda Memo



**Ranking Summary Worksheet**  
RFQ: ES-07-15 / Construction Materials Testing

| Reviewer #1                           |             |                       |                              |                                        |                 |           |
|---------------------------------------|-------------|-----------------------|------------------------------|----------------------------------------|-----------------|-----------|
| Category                              | Points      | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon  |
| Qualifications                        | 40          | 40                    | 40                           | 40                                     | 40              | 40        |
| Team & Experience                     | 30          | 30                    | 30                           | 30                                     | 30              | 30        |
| Ability to Meet Schedules & Deadlines | 30          | 30                    | 25                           | 25                                     | 30              | 25        |
| <b>Total Score</b>                    | <b>100</b>  | <b>100</b>            | <b>95</b>                    | <b>95</b>                              | <b>100</b>      | <b>95</b> |
|                                       | <b>Rank</b> | <b>1</b>              | <b>3</b>                     | <b>3</b>                               | <b>1</b>        | <b>3</b>  |

| Review #2                             |             |                       |                              |                                        |                 |           |
|---------------------------------------|-------------|-----------------------|------------------------------|----------------------------------------|-----------------|-----------|
| Category                              | Points      | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon  |
| Qualifications                        | 40          | 40                    | 40                           | 40                                     | 40              | 40        |
| Team & Experience                     | 30          | 30                    | 30                           | 30                                     | 30              | 30        |
| Ability to Meet Schedules & Deadlines | 30          | 30                    | 28                           | 28                                     | 30              | 28        |
| <b>Total Score</b>                    | <b>100</b>  | <b>100</b>            | <b>98</b>                    | <b>98</b>                              | <b>100</b>      | <b>98</b> |
|                                       | <b>Rank</b> | <b>1</b>              | <b>3</b>                     | <b>3</b>                               | <b>1</b>        | <b>3</b>  |

| Reviewer #3                           |             |                       |                              |                                        |                 |           |
|---------------------------------------|-------------|-----------------------|------------------------------|----------------------------------------|-----------------|-----------|
| Category                              | Points      | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon  |
| Qualifications                        | 40          | 40                    | 40                           | 40                                     | 40              | 40        |
| Team & Experience                     | 30          | 30                    | 30                           | 30                                     | 30              | 30        |
| Ability to Meet Schedules & Deadlines | 30          | 30                    | 25                           | 20                                     | 30              | 20        |
| <b>Total Score</b>                    | <b>100</b>  | <b>100</b>            | <b>95</b>                    | <b>90</b>                              | <b>100</b>      | <b>90</b> |
|                                       | <b>Rank</b> | <b>1</b>              | <b>3</b>                     | <b>4</b>                               | <b>1</b>        | <b>4</b>  |

| Reviewer #4                           |             |                       |                              |                                        |                 |            |
|---------------------------------------|-------------|-----------------------|------------------------------|----------------------------------------|-----------------|------------|
| Category                              | Points      | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon   |
| Qualifications                        | 40          | 40                    | 40                           | 40                                     | 40              | 40         |
| Team & Experience                     | 30          | 30                    | 30                           | 30                                     | 30              | 30         |
| Ability to Meet Schedules & Deadlines | 30          | 30                    | 30                           | 30                                     | 30              | 30         |
| <b>Total Score</b>                    | <b>100</b>  | <b>100</b>            | <b>100</b>                   | <b>100</b>                             | <b>100</b>      | <b>100</b> |
|                                       | <b>Rank</b> | <b>1</b>              | <b>1</b>                     | <b>1</b>                               | <b>1</b>        | <b>1</b>   |

| Reviewer #5                           |             |                       |                              |                                        |                 |            |
|---------------------------------------|-------------|-----------------------|------------------------------|----------------------------------------|-----------------|------------|
| Category                              | Points      | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon   |
| Qualifications                        | 40          | 40                    | 40                           | 40                                     | 40              | 40         |
| Team & Experience                     | 40          | 30                    | 30                           | 30                                     | 30              | 30         |
| Ability to Meet Schedules & Deadlines | 30          | 30                    | 30                           | 30                                     | 30              | 30         |
| <b>Total Score</b>                    | <b>100</b>  | <b>100</b>            | <b>100</b>                   | <b>100</b>                             | <b>100</b>      | <b>100</b> |
|                                       | <b>Rank</b> | <b>1</b>              | <b>1</b>                     | <b>1</b>                               | <b>1</b>        | <b>1</b>   |

| Committee Member Summary              |              |                       |                              |                                        |                 |               |
|---------------------------------------|--------------|-----------------------|------------------------------|----------------------------------------|-----------------|---------------|
| Category                              | Total Points | Construction Services | Enprotech/Hibbs & Todd (eHT) | Professional Services Industries (PSI) | SKG Engineering | Terracon      |
| Qualifications                        | 160          | 160.00                | 160.00                       | 160.00                                 | 160.00          | 160.00        |
| Team & Experience                     | 120          | 120.00                | 120.00                       | 120.00                                 | 120.00          | 120.00        |
| Ability to Meet Schedules & Deadlines | 120          | 120.00                | 108.00                       | 103.00                                 | 120.00          | 103.00        |
| <b>Total Score</b>                    | <b>400</b>   | <b>400.00</b>         | <b>388.00</b>                | <b>383.00</b>                          | <b>400.00</b>   | <b>383.00</b> |
|                                       | <b>Rank</b>  | <b>1</b>              | <b>3</b>                     | <b>4</b>                               | <b>1</b>        | <b>4</b>      |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Bucky Hasty, Network Administrator, Information Technology, 325-486-3767

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Consider approving and authorizing the City Manager to negotiate and execute a Purchase And Services Agreement with Western Towers for purchase and installation of a free standing communications tower in an amount not to exceed \$200,000 (B.Hasty)

## **Summary/History:**

Purchase and installation of a Tower site for expansion of the City's radio system. The site includes a 175' self-supporting tower, equipment shelter and generator. This tower will be located in an empty tract of land in the vicinity of the Coliseum. Total price quoted for the tower site is \$180,105.81 and was done through the State DIR contract by Western Towers in San Angelo, TX.

## **Financial Impact:**

Funds were approved by City Council on January 7th, 2015 to be used for upgrading the City's radio system. Part of this upgrade requires a third tower site to be installed. \$6,000,000 was budgeted for this project and to date \$5,737,794.95 has been encumbered. The quoted expense for this tower site is \$180,105.81.

## **Other Information/Recommendation:**

## **Attachments:**

- |                                     |                                          |
|-------------------------------------|------------------------------------------|
| 1. Site Plan                        | Site Plan - 1.pdf                        |
| 2. Overhead view                    | Coliseum Tower overhead.pdf              |
| 3. Western Towers Service Agreement | 16-085_IT_WESTERN_TOWERS_SVCS_AGREE.docx |

## **Presentation:**

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Hasty, Bucky    | Created/Initiated |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |



*50th STREET*

S. 89°55'32"E.

887.04

N.00°02'34"E.

*8.50 Ac.*

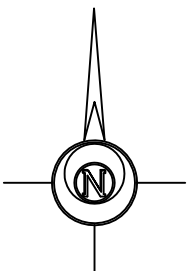
$$\frac{x}{x} - \frac{x}{x} = 886.52$$

S.00°04'28"W.

Diagram illustrating a 60' x 60' equipment hut with a 100' x 60' paved area and a 60' x 60' paved area, both with R28' radii.

*N.89°59'48"W.*

417.40



15E0000



**PURCHASE AND SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAN ANGELO AND. WESTERN TOWERS**

This Purchase and Services Agreement (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and WESTERN TOWERS, a company wholly owned by Charles Anderson and Daniel Anderson (“Provider”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

**RECITALS**

A. City has solicited a bid for purchase and installation of a free standing tower including foundation, compound installations, and erection (collectively hereinafter “Services”). Provider’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to acquire the tower and related construction material and engage the Services of Provider, and Provider wishes to provide the tower and related construction material, and perform the Services for City.

C. Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

**TERMS:**

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TIME OF PERFORMANCE:** Provider agrees to substantially complete Services within one hundred twenty (120) consecutive calendar days (“Contract Time”) after the date Services work commences as established by the written Notice to Proceed. Upon Provider’s receipt of the Notice to Proceed from City, Provider will commence and complete Services in accordance with specifications as set out in Contract Documents. Provider further agrees that approval for beginning Services on the project

will not be given and that Work will not start until all required insurance certificates have been received and approved by City.

3. **OPTION TO EXTEND:** *(Intentionally left blank).*

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein in Providers response attached hereto as **Exhibit “A”**, and made a part of this Agreement for all purposes.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. **COMPENSATION:**

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in **Exhibit “A”** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit “A”**, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. **CONTRACT DOCUMENTS:** The following documents from the City of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

This Services Agreement

Provider’s Response, **Exhibit “A”**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. “Resolution of Contract Disputes”, with a

purpose to produce the intended results. The interpretations will be based on the following priorities:

This Services Agreement;

Provider's Response

**7. AUDIT AND INSPECTION RIGHTS:**

**A.** City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**B.** City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

**8. AWARD OF AGREEMENT:** Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

**9. PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

**10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and City laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

**11. INDEMNIFICATION.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from

and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

**12. INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "B"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of

Services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider 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.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "B"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

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

**13. DEFAULT:** If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all costs and expenses incurred by City in

preparation and negotiation of this Agreement, as well as all costs and expenses in the re-procurement of Services, including consequential and incidental damages.

**14. RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the “Request”) to the City Manager or his designee (the “Official”) for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider’s Request within the thirty (30) days of receipt of Provider’s Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider’s Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider’s Request for determination of the dispute is a condition precedent to Provider’s ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider’s written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider’s Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider’s Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider’s Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

**15. TERMINATION RIGHTS OF CITY:**

**A.** City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to



the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

**16. NONDISCRIMINATION:** Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**17. ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

**18. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or 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 fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CITY:**

City of San Angelo  
Attn: City Manager  
72 W. College Ave.  
San Angelo, Texas 76903

*(Department Contact)*

Bucky Hastey, Network Administrator

Phone: (325) 657-4439

**TO PROVIDER:**

Charles Anderson and Daniel Anderson, d/b/a  
WESTERN TOWERS.

Attn: \_\_\_\_\_  
320 West 26<sup>th</sup> Street  
San Angelo, Texas 76903

*(Provider Contact)*

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

**19. AMENDMENTS:** City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of City and Provider, and approved by City. Such amendments shall not

invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

**20. MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

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

C. No waiver or breach of any provision of this Agreement 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.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or 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 Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

**21. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**22. INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to City under this Agreement.

**23. CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment

or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

**24. REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider's response to solicitation for bid.

**25. DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

**27. ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

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

**29. REPRESENTATION OF AUTHORITY:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

*(Signature Page to Follow)*

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

**CITY OF SAN ANGELO, TEXAS**

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

ATTEST:

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

**PROVIDER:**  
Charles Anderson and Daniel Anderson, d/b/a  
WESTERN TOWERS

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

ITS: \_\_\_\_\_  
(Office or Position)

Date: \_\_\_\_\_ 20\_\_\_\_

APPROVED AS TO CONTENT:

APPROVED FOR RISK

\_\_\_\_\_  
John Eades, Information Technology Manager

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

APPROVED AS TO FORM

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

**EXHIBIT “A”**  
**PROVIDER’S RESPONSE TO SOLICITATION**

*(following pages)*



**DIR-TSO-2711**

**Quotation**

**To:** Bucky Hasty @ City of San Angelo

**Quote #:** 09-110515-01Rev1

**Quote Description:** 175' Self Support Tower with Shelter/Gen

**Quote Date:** 6 Nov 2015

**Project:** SAPD

**Location:** San Angelo, TX

| <b>Line Item/Description</b>                           | <b>Retail Cost</b> | <b>DIR Cost</b> |
|--------------------------------------------------------|--------------------|-----------------|
| Data & Comm Tower/175' Self Support Tower Kit          | \$38,662.50        | \$30,640.03     |
| Data & Comm Tower Erection/175' Self Support Tower Kit | \$28,000.00        | \$22,190.00     |
| Data & Comm Tower Foundation Installation/Drilled Pier | \$34,100.00        | \$27,024.75     |
| GFRC Protective Shelter/10' x 12' x 8' w/Generator     | \$76,933.00        | \$60,969.40     |
| Data & Comm Tower Accessories/Ice Bridge- 10' x 24"    | \$1,500.00         | \$1,188.75      |
| Data & Comm Tower Compound Installations               | \$35,669.25        | \$28,267.88     |
| Data & Comm Tower Grounding System/Conventional        | \$10,000.00        | \$7,925.00      |
| Performance/Payment Bond Fee *                         |                    | \$ 1,900.00     |

\* Change from previous quotation

|                |                     |                     |
|----------------|---------------------|---------------------|
| <b>Totals:</b> | <b>\$224,864.75</b> | <b>\$180,105.81</b> |
|----------------|---------------------|---------------------|

**Confidentiality Disclaimer:** This document contains confidential and proprietary information and remains the property of Western Towers. None of the contents of this document, in whole or in part, shall be re-produced or retransmitted without prior written consent from Western Towers.

320 WEST 26th STREET SAN ANGELO, TX 76903  
 1-800-622-6539 325-658-6539 FAX 325-655-1185  
[www.western towers.com](http://www.western towers.com)



DIR-TSO-2711

**Quotation**

**To:** Bucky Hasty @ City of San Angelo

**Quote #:** 09-110515-01

**Quote Description:** 175' Self Support Tower with Shelter/Gen

**Quote Date:** 5 Nov 2015

**Project:** SAPD

**Location:** San Angelo, TX

**Terms, Conditions, and Assumptions**

---

Pricing is valid for 30 days;

Pricing is based on required work being performed sequentially and with no interruptions;

Lead time for tower kit is approximately 6 weeks after receipt of purchase order;

Foundation design is based on Geotechnical Report #15-E-1024 and Addendum #1 provided by SKG Engineering;

Tower design meets or exceeds TIA 222-G;

Shelter pricing based as configured on Quote #14697-D. GFRC will furnish specification sheets and drawings after receipt of order for end user to approve prior to manufacture. Additions or deletions to the specifications may alter the final price;

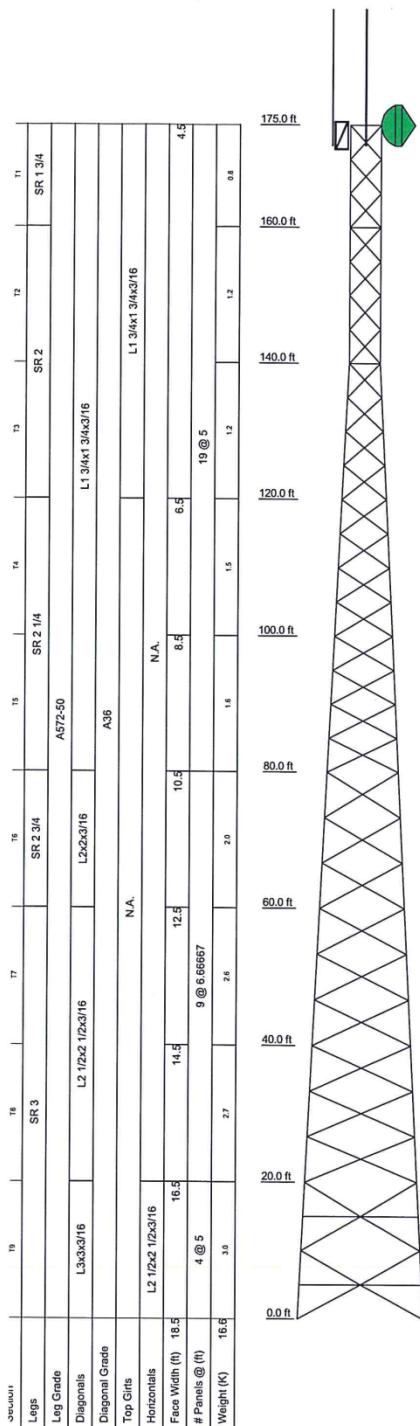
Tower siting, tower registration, and tower construction notification are not part of this quote;

This quote assumes all materials and labor for antenna and feed line installations will be on a separate proposal;

---

**Confidentiality Disclaimer:** This document contains confidential and proprietary information and remains the property of Western Towers. None of the contents of this document, in whole or in part, shall be reproduced or retransmitted without prior written consent from Western Towers.

320 WEST 26th STREET SAN ANGELO, TX 76903  
1-800-622-6539 325-658-6539 FAX 325-655-1185  
[www.westerntowers.com](http://www.westerntowers.com)



#### DESIGNED APPURTENANCE LOADING

| TYPE                    | ELEVATION | TYPE                    | ELEVATION |
|-------------------------|-----------|-------------------------|-----------|
| 20' Omni                | 175       | Single Antenna Standoff | 175       |
| 20' Omni                | 175       | Andrew 6' w/Radome      | 175       |
| Single Antenna Standoff | 175       |                         |           |

#### MATERIAL STRENGTH

| GRADE   | Fy     | Fu     | GRADE | Fy     | Fu     |
|---------|--------|--------|-------|--------|--------|
| A572-50 | 50 ksi | 65 ksi | A36   | 36 ksi | 58 ksi |

#### TOWER DESIGN NOTES

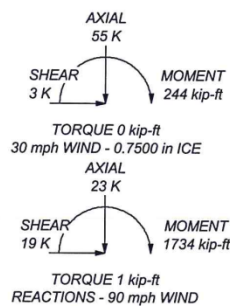
1. Tower is located in Tom Green County, Texas.
2. Tower designed for Exposure C to the TIA-222-G Standard.
3. Tower designed for a 90 mph basic wind in accordance with the TIA-222-G Standard.
4. Tower is also designed for a 30 mph basic wind with 0.75 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Structure Class II.
7. Topographic Category 1 with Crest Height of 0.00 ft
8. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TIA/EIA-222 and AISC Specifications.
9. Tower members are "hot dipped" galvanized in accordance with ASTM A123 and ASTM A153 Standards.
10. Tower design is \*\*\*Conceptual Only - Not For Construction\*\*\*
11. Final design may change due to increased analysis for performance and efficiency.
12. TOWER RATING: 81.5%

ALL REACTIONS  
ARE FACTORED

MAX. CORNER REACTIONS AT BASE:

DOWN: 116 K  
SHEAR: 12 K

UPLIFT: -94 K  
SHEAR: 10 K



|                                                                                                        |  |                                                                                                          |                                                                                                  |
|--------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <b>Western Towers</b><br>320 W. 26th<br>San Angelo, TX<br>westerntowers.com Phone: (325) 658-6539 FAX: |  | Job: <b>10315_V3</b><br>Project: <b>SAPD 2</b><br>Client: <b>SAPD</b><br>Code: <b>TIA-222-G</b><br>Path: | Drawn by: <b>Sean Gallagher</b><br>Date: <b>05/07/15</b><br>App'd:<br>Scale: <b>N</b><br>Dwn No: |
|--------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|



1. CONCRETE SHALL OBTAIN 3000PSI STRENGTH AT 28 DAYS.
2. ANCHOR BOLTS SHALL BE 1"Ø AS SUPPLIED WITH THREE EACH GAL WASHERS. WASHERS SHALL CONFORM TO ASTM F 1554. TOP 14' OF ANCHOR BOLT SHALL GALVANIZED. GALVANIZING SHALL CONFORM TO THE ASTM A 794.
3. ALL REBAR SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI AND SHALL CONFORM TO THE ASTM A 615.
4. FOUNDATION DESIGNED PER THE PREPARED BY SKG ENGINEERING, SEPTEMBER 2015, SKG PROJECT # 15-001. ALL ADDITIONAL INFO PROVIDED ON 10/15/2015.
5. 5.9 C.Y. CONCRETE REQUIRED PER 17.7 C.Y. OF CONCRETE REQUIRED (AND WASTE ACCOUNTED FOR)

MAX. UPLIFT = 94 KIPS/LEG  
MAX COMPRESSION = 116 KIPS/LEG  
MAX SHEAR = 19 KIPS/LEG

5. 5.9 C.Y. CONCRETE REQUIRED PER  
17.7 C.Y. OF CONCRETE REQUIRED  
(NO WASTE ACCOUNTED FOR)

3) #8 GR60 X 22'-0"  
VERTICAL BARS EQUALLY  
SPACED INSIDE THE  
[CIRCULAR TIES

(15) #4 GR40 X 30" OD  
CIRCULAR TIES EQUALLY  
SPACED AT 18" C-C





QUOTATION  
GFRC SHELTERS

3725 East Texas Street, Bossier City, Louisiana 71111  
(800) 543-7205 Toll Free • (318) 747-5598 Main • (318) 747-5964 Fax

QUOTATION: 14697-D  
DATE: 7/17/15

CUSTOMER: Western Towers  
San Angelo, TX

SHIP TO: Western Towers  
San Angelo, TX

ATTENTION: Andy McCleer  
E-MAIL: andy.mccleer@western-towers.com  
OFFICE: CELL: (325) 650-4053

TERMS: Progressive Payments, Net-20  
FOB: Site  
QUOTE FIRM FOR: 30 days

| QTY | DESCRIPTION                                                                                                                                             | EACH | TOTAL |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|
| 1   | Prefabricated Concrete Building: 10' wide x 12' long x 8' high<br>Interior Dimensions: 8'10" wide x 10'10" long x 8' high<br>Estimated Weight: 29,000 # | \$   | \$    |

GFRC's standard exterior finish is exposed aggregate. Unless specified otherwise, building trim and door are painted Mesa Tan. Lifting lugs, anchor plates, and related hardware are included for each building.

**SPECIAL STRUCTURAL FEATURES**

Interior wall (same finish w/ fire proofing)

**ROOF & FLOOR**

Roof coating: standard Gromast  
Flooring: standard tile

**INTERIOR WALLS & CEILING**

Plywood - painted

**DOORS**

Galvanized Frames:  
(1) 3'0" X 7'0" X 4 1/4" with E.O.W.  
Galvanized Doors:  
(1) 3'0" X 7'0" X 1 1/4"

Hinges:  
(3) TA2314 4.5 X 4.5 X NRP X 630

Lock:  
(1) Core (Best SFC)  
(1) Deadbolt (USCan D120-IC)  
(1) V-wedge closures

"Flat goods":  
(1) Door stop 477 X 626  
(1) Crash chain C-100  
(1) Open door hook  
(2) Door pull 131 X 628  
(1) 6" Lock guard 322 X 630

Magnetic Weatherstripping:  
(1) 2815CM 36" X 84"

Rain drip:  
(1) 346C 52"

Threshold:  
(1) 2051AV 36"  
(1) 158A 36"

**HVAC**

NOTE: All units, unless otherwise noted, include 5kW heat and utilize R-410A "green" refrigerant.

Standard Efficiency (9EER, 208/230V, Single Phase, 60 Hz):  
(2) BARD: 1-ton, standard (W12A1-A05XPXXJ)

Components:  
(1) BARD: Controller, w/ alarms (MC3000A)  
(2) BARD: Supply grille, W12 (VH-175)  
(2) BARD: Return grille, W12 (RH45-1710)

CUSTOMER RESPONSIBLE FOR ANY SALES OR USE TAXES WHICH MAY BE APPLICABLE

GFRC Form 4.3  
14697-D\_COST\_Western Tower\_10x12x8\_San Angelo TX\_COST

Page 1 of 4



QUOTATION  
GFRC SHELTERS  
(continued)

Page 2 of 4

**CABLE TRAY(S)**

TYPICAL: Steel, painted telco gray:  
(20) linear feet - 12" wide

**CABLE ENTRIES & CANOPIES / HOODS**

Cable Entries ("Waveguide Entrance Panels"):  
(1) 8 Port

**ELECTRICAL, GENERATORS, TELCO, ALARMS, ETC.**

Overall System Type: 120/240V, 200A, single phase

Disconnect:

- (1) 200A, single phase
- (2) HVAC disconnect

Surge Arrestor:

- (1) Square D

Main Breaker Panel:

- (1) 200A, single phase

Grounding:

R-56 halo (with stand-off brackets)

- (2) Master ground bar - 1/4" x 4" x 20" (with stand-off brackets)

- (1) Sleeved entry below Master Ground Buss in the shelter to allow 2/0 wire ground cable to egress to the ground ring. This is the only ground drop to the exterior from the R56 interior grounding

Alarms:

- (1) Telco board (4'x8')

Lighting & Receptacles:

- (4) Interior Light, 48", 40 watt
- (1) Exterior Light w/ photocell
- (1) Receptacle: GFI
- (4) Receptacle: dual (STANDARD)

Generator:

- (1) **ComboSlab:** Generac SG0035AGO35 generator. Installed at GFRC plan on ComboSlab. Delivered with building and set where necessary on site. ATS and generator are already wired and tested at our plant. It will be up to customer to connect the ATS to building power, install fuel line, provide fuel and perform On Site Warranty Startup with Generac Rep present. Building electrical must be operating to perform warranty start up. The only preparation for the combo slab is to spread and level some gravel upon which to set the ComboSlab. Generac auto transfer switch installed on ComboSlab with generator. Run tested at plant. Items NOT included. Fuel tank, fuel line, conduit and wire from ATS to building power. On-Site Warranty Startup

The option to the ComboSlab is to deliver the generator by itself to site and hiring a local electrician to take care of all installation. It would require a generator foundation and would cost a couple thousand more.

**OTHER: SAFETY, VENTILATION, COMFORT, CONVENIENCE**

Miscellaneous:

- (4) Relay Rack Hubbell HPW84RR19ML, 19", 2-post, floor mounted  
No automatic fire suppression system.
- (1) each, Fire extinguisher CO2 10# and smoke alarm with dry contact closure output located in both equipment room and generator room

---

CUSTOMER RESPONSIBLE FOR ANY SALES OR USE TAXES WHICH MAY BE APPLICABLE

GFRC Form 4.3  
14697-D\_COST\_Western Tower\_10x12x8\_San Angelo TX\_COST



QUOTATION  
GFRC SHELTERS  
(continued)

Page 3 of 4

**STIPULATIONS**

A GFRC Rep on site is not included in this price. The additional cost of a GFRC Rep on site is \$500 per day which includes travel time and per diem.

**LEAD TIME**

Drawings will be sent to customer for review 3 weeks after receipt of PO and layout; ship date is 12-14 weeks after drawing approval due to generator and ATS lead time.

**DRAWING & CERTIFICATION**

Engineered drawings stamped by Texas PE  
Texas drawing approval includes 3rd party inspection with decal

**TRANSPORTATION, CRANE, & FIELD SUPPORT**

If a GFRC Rep is on site, an inspection of the building must be performed immediately upon offload. The technician delivering the building will handle any punchlist items right away for immediate reinspection and acceptance. Punch lists requiring additional trips from the factory will be addressed at a cost to the customer of \$500 per day, including travel time.

**Transportation (ESTIMATED):**

Standard equipment must be able to reach the site under its own power with adequate room to maneuver. Transportation is estimated at quote issuance and will be invoiced at actual cost plus 10%.

10' wide x 12' long x 8' high: \$

**Crane (ESTIMATED):**

Standard equipment must be able to reach the site under its own power with adequate room to maneuver. Crane services are estimated at quote issuance and will be invoiced at actual cost plus 10%.

10' wide x 12' long x 8' high: By Others

Ownership transfers to customer upon delivery to site.

**CUSTOMER RESPONSIBLE FOR ANY SALES OR USE TAXES WHICH MAY BE APPLICABLE**

GFRC Form 4.3  
14697-D\_COST\_Western Tower\_10x12x8\_San Angelo TX\_COST



# CERTIFICATE OF LIABILITY INSURANCE

WESTE-1

OP ID: RR

DATE (MM/DD/YYYY)

11/16/2015

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 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 rights to the certificate holder in lieu of such endorsement(s).

|                                                                                               |                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Mr. Insurance Agency, Inc.<br>Box 2689<br>San Angelo, TX 76902<br>Tom Abbott      | CONTACT NAME: Tom Abbott<br>PHONE (A/C, No, Ext): 325-655-6702<br>FAX (A/C, No): 325-655-2918<br>E-MAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: Tx Mutual Insurance Co. NAIC # 22945<br>INSURER B: Admiral Ins. Co.<br>INSURER C: United Fire Lloyds 43559<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| INSURED<br>Western Towers<br>Wilbur L. Anderson, Inc. dba<br>Box 2040<br>San Angelo, TX 76902 |                                                                                                                                                                                                                                                                                                                      |

## 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 INSD WVD                  | POLICY NUMBER                                                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                                     | CA000002550-16<br>INC CONTRACTUAL<br>LIABILITY- INDEP CONTRACT | 01/01/2015              | 01/01/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                     |                                     | 0506 60394548                                                  | 08/10/2015              | 08/10/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                           |                                     | WU140004481                                                    | 01/01/2015              | 01/01/2016              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                     | Y/N<br><input type="checkbox"/> N/A | TSF-0001173018                                                 | 10/06/2015              | 10/06/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                               |
| C        | Cargo                                                                                                                                                                                                                                                                                                                                      |                                     | 0506 60394548                                                  | 08/10/2015              | 08/10/2016              | 1000 ded 20,000                                                                                                                                                                                                                         |
| C        | Eqpt Floater                                                                                                                                                                                                                                                                                                                               |                                     | 0506 60394548                                                  | 08/10/2015              | 08/10/2016              | 1000 ded 100,000                                                                                                                                                                                                                        |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                            |                                                                                                                                                                                                     |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITYSA5<br><br>City of San Angelo<br>72 W. College<br>San Angelo, TX 76903 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

**NOTEPAD:**HOLDER CODE CITYSA5  
INSURED'S NAME Western TowersWESTE-1  
OP ID: RRPAGE 2  
Date 11/16/2015

The GL and Auto policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.  
Waiver of subrogation applies on GL, Auto and Workers Compensation as required by written contract.

**EXHIBIT “B”**  
**SPECIAL INSURANCE RIDER**

**TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

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

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

**1.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

|                 |                       |
|-----------------|-----------------------|
| \$ 1,000,000.00 | Combined Single Limit |
|-----------------|-----------------------|

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

|                  |                                     |
|------------------|-------------------------------------|
| Statutory Amount | Workers’ Compensation               |
| \$ 100,000.00    | Employer’s Liability, Each Accident |



\$ 100,000.00 Employer's Liability, Disease - Each Employee

\$ 500,000.00 Employer's Liability, Disease - Policy Limit

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



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

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

## **Summary/History:**

On October 12, 2015, the applicant submitted a Rezoning request in order to rezone these properties from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts. On October 21, 2014, City Council approved a Comprehensive Plan Amendment (VP14-03) for an overall 674 acres, within which the subject properties lie. That Comprehensive Plan Amendment allowed for Future Land Use designations of Commercial, Neighborhood, Neighborhood Center, Open Space, and Transitional. The properties were then the subject of an annexation ultimately approved by City Council on June 2, 2015. As with all annexations, once approved by City Council, the lands were designated as Ranch & Estate until a Rezoning application could be made in order to allow for consistent and compatible development.

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                 |                                         |
|----|-----------------|-----------------------------------------|
| 1. | Staff Report    | PL_Z15-06 Petra Firma_Staff Report.docx |
| 2. | Draft Ordinance | PL_Z15-06 Petra Firma_Ordinance.docx    |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Guerra, Rebeca  | Created/Initiated |
| James, Jon      | Approved          |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |



# STAFF REPORT



## **City Council**

**Meetings:** December 15, 2015  
January 5, 2016

**From:** Jon James, AICP  
Director of Planning and Development Services

**Through:** Rebeca A. Guerra, AICP, LEED-AP, CPD  
Planning Manager

**Case:** Z15-06

**Request:** Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts

**Location:** Unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288

## **Legal**

**Description:** 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24

**Size:** 44.821 acres

## **General Information**

Future Land Use: Commercial, Transitional, Neighborhood Center, and Neighborhood

Zoning: Ranch & Estate (R&E)

Existing Land Use: Vacant land

Surrounding Zoning / Land Use:

|        |                                      |                                 |
|--------|--------------------------------------|---------------------------------|
| North: | ETJ                                  | Vacant land                     |
| West:  | ETJ                                  | Vacant land                     |
| South: | ETJ and Neighborhood Commercial (CN) | Vacant land and Arden Road      |
| East:  | ETJ                                  | Vacant land and FM Highway 2288 |

District: SMD#6 – Charlotte Farmer

Neighborhood: Bluffs Neighborhood

Thoroughfares/Streets: Per the Master Thoroughfare Plan (MTP), Arden Road and FM Highway 2288 are identified as “Major Arterial Streets.” An arterial street connects collector streets to freeways and other arterials carrying large volumes of traffic at high speeds, access is secondary and mobility is the primary function of these streets.

**History and Background:**

On October 12, 2015, the applicant submitted a Rezoning request in order to rezone these properties from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts. On October 21, 2014, City Council approved a Comprehensive Plan Amendment (VP14-03) for an overall 674 acres, within which the subject properties lie. That Comprehensive Plan Amendment allowed for Future Land Use designations of Commercial, Neighborhood, Neighborhood Center, Open Space, and Transitional. The properties were then the subject of an annexation ultimately approved by City Council on June 2, 2015. As with all annexations, once approved by City Council, the lands were designated as Ranch & Estate until a Rezoning application could be made in order to allow for consistent and compatible development.

**Analysis:**

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request. The following analysis has been done for a proposed Rezoning to “Neighborhood Commercial.”

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

The subject properties are designated “Commercial,” “Neighborhood Center,” “Neighborhood,” and “Open Space.” in the Future Land Use (FLU) map of the City’s Comprehensive Plan (CP). The Commercial designation supports “large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network.” The CP recommends establishing Neighborhood Centers that take a more pedestrian-friendly character, are more integrated with and connected to their surroundings, and cluster buildings to generate synergies between complementary uses. And finally, the CP states that Neighborhood FLU’s should provide for “an appropriate balance of use within each neighborhood” and promotes “neighborhood diversity and security by encouraging a mix of age, income, and housing choices within San Angelo’s neighborhoods.” The applicant is proposing to construct what appears to be single-family detached residential units within the areas designated as “Neighborhood” in the FLU map. However, the applicant has not yet indicated what types of commercial uses will be developed at this time, but the proposed CG zoning would allow for a variety of office, retail, and commercial uses. Therefore, the proposed Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts appear to be consistent with these FLU designations.

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

The applicant has indicated that subject proposal would comply with all of the provisions of the CG, RM-1, and RS-1 Zoning Districts, including but not limited to, minimum lot area, width, living area, and depth. The CG zoning designation allows for a variety of uses including community services, day cares, religious institutions, auto and boat dealers, offices, and retail sales and services. With any nonresidential construction proposed, a 6-foot high opaque privacy fence will be required along the west lot line abutting the RS-1 Zoning District in accordance with Section 509 of the Zoning Ordinance. In addition, Staff is likely to require supplementary landscaping to provide further buffering of the adjacent residences from nonresidential-type activities.

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

The subject properties are surrounded by vacant land. The FLU map for this area includes Commercial, Neighborhood, and Neighborhood Center. When the adjacent parcels are developed, it would appear that these Rezoned parcels would

be compatible as they share the very same FLU designations and ultimately, the same design restrictions. The proposed RS-1 Zoning District is consistent with existing single-family detached residential found north and south of the subject properties. Moreover, the CG zoning, unlike heavier zoning districts, also prohibits any industrial service uses, and limits any outside storage on the property, and has a 6-foot high opaque fencing requirement (and supplementary landscaping) which would screen any development from adjacent residential uses.

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

As stated previously, the subject properties were part of an overall Comprehensive Plan Amendment which was approved by City Council in 2014. The proposed Rezoning to Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) would make these lands consistent with their Future Land Use designations. Also, because when the subject properties were annexed into the City they were assigned a zoning designation of Ranch & Estate, a Rezoning to more appropriate Zoning Districts was needed in order for the properties to be developed consistent with City Council's vision of growth for the area.

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

There would not appear to be any negative environmental effects if this property were to be rezoned to CG, RM-1, and RS-1. The CG Zoning District prohibits more intense development, such as those found as part of industrial-type uses. Any grading, drainage, and stormwater issues would be reviewed by Engineering Staff at the building permit stage.

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

There appears to be a community need for commercial uses given the large residential neighborhoods to the north and south. Having commercial uses on this site would be warranted and the CG rezoned parcel could include retail, offices, groceries, and other businesses that can cater to this residential market. Moreover, based on the policy cited above in the City's Comprehensive Plan and the FLU of the nearby residential area, there appears to be a community need for more single-family housing. Growth continues in San Angelo and more housing would provide additional accommodation to new residents and families coming as a result.

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

As mentioned previously, both Arden Road and FM Highway 2288 are major Arterial Streets which can accommodate large volumes of traffic. Also, because the lands immediately adjacent to the subject properties are vacant, there would appear to be little to no negative impacts on surrounding properties. Finally, City Council anticipated that the development in this area would be consistent with Neighborhood, Commercial, and Neighborhood Center FLU's. The proposed Rezoning appears to align itself with these designations, and ultimately, with City Council's vision of growth.

**Notification:**

On November 5, 2015, 19 notifications were mailed out within a 200-foot radius of the subject site. As of December 4, 2015, there were zero (0) responses in favor and zero (0) responses in opposition of the request.

**Planning Commission Recommendation:**

On November 16, 2015, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts by a unanimous 5–0 vote. The following is the complete excerpt of the minutes from the November 16, 2015, meeting for this case:

Rebeca Guerra, Planning Manager, outlined the case. The 44.821-acre site is located near Arden Road and Highway 2288. The Future Land Use of the site is Commercial, Transitional, and Neighborhood. The site was annexed into the City as Ranch and Estate (R&E) zoning. The request is to rezone to General Commercial (CG), Single-Family Residence (RS-1) and Low Rise Multifamily Residence (RM-1). Ms. Guerra displayed a map of the three different zoned areas.

Ms. Guerra outlined Planning Staff's recommendation to approve the zone change and the reasons why. She explained the zone change would be compatible with the plans and policies of the Future Land Uses in the Comprehensive Plan, that the zone change appeared to be consistent with the Zoning Ordinance and surrounding area, that there are changed conditions given the property was recently annexed into the City, that there is a community need given there is no major commercial area north of the intersection, and that the proposal would increase the residential housing stock of single family or multi-family housing in the area, and that Arden Road and Highway 2288 can adequately service the development.

Commissioner Crisp asked how much space is in the transitional area between the commercial and RS-1 zoning. Ms. Guerra indicated that the transitional area is designated Low Rise Multifamily Residence (RM-1) and was probably over an acre in size. She stated the RM-1 zoning could act as a buffer between the commercial and RS-1 zones.

Russell Gully, from SKG Engineering, indicated that he concurred with Planning Staff's report and would be available to answer any questions.

Ms. Ann Shahan asked if access was off of Arden Road or Highway 2288 and how many single family residences could be built.

Mr. Gully responded that access would be off of Highway 2288. He stated that the Concept Plan only showed what could be placed, but that a subdivision plat will be required to show the actual number of buildable lots in future. He said the single family residential lots will be approximately 62 to 70 feet wide. He estimates approximately 90 lots.

Ms. Ann Shahan asked if any traffic studies were done showing no adverse impacts. She also asked out about engineering studies.

Mr. Gully indicated that these issues would also be examined at the platting stage.

A Motion to approve the proposed Rezoning was made by Commissioner Crisp and seconded by Commissioner Jackson. The motion carried unanimously, 5-0.

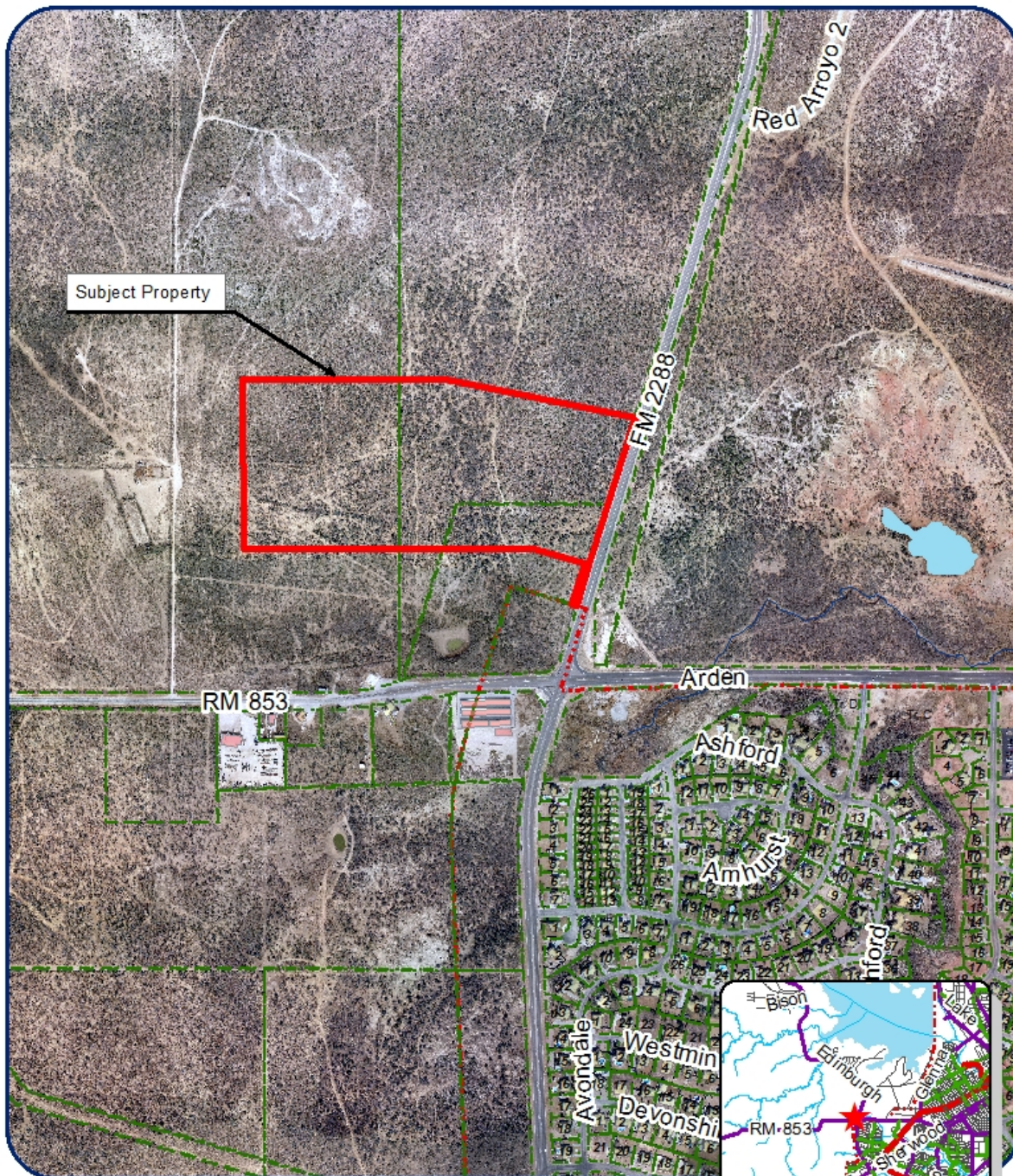
### **Staff Recommendation:**

Staff's recommendation is for City Council to **APPROVE** Case Z15-06 for a Rezoning from the Ranch & Estate (R&E) Zoning District to the **Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts.**

### **Attachments:**

- Aerial Map
- Future Land Use Map
- Zoning Map
- Major Thoroughfare Map
- Notification Map
- Individuals/Entities Notified
- Conceptual Plan





### Zoning Case File

## **Case Z15-06: Petra Firma**

Council District: Charlotte Farmer (SMD#6)

Neighborhood: Bluffs

Scale: 1" approx. = 750 ft

Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288

### **Legend**

Subject Properties: —

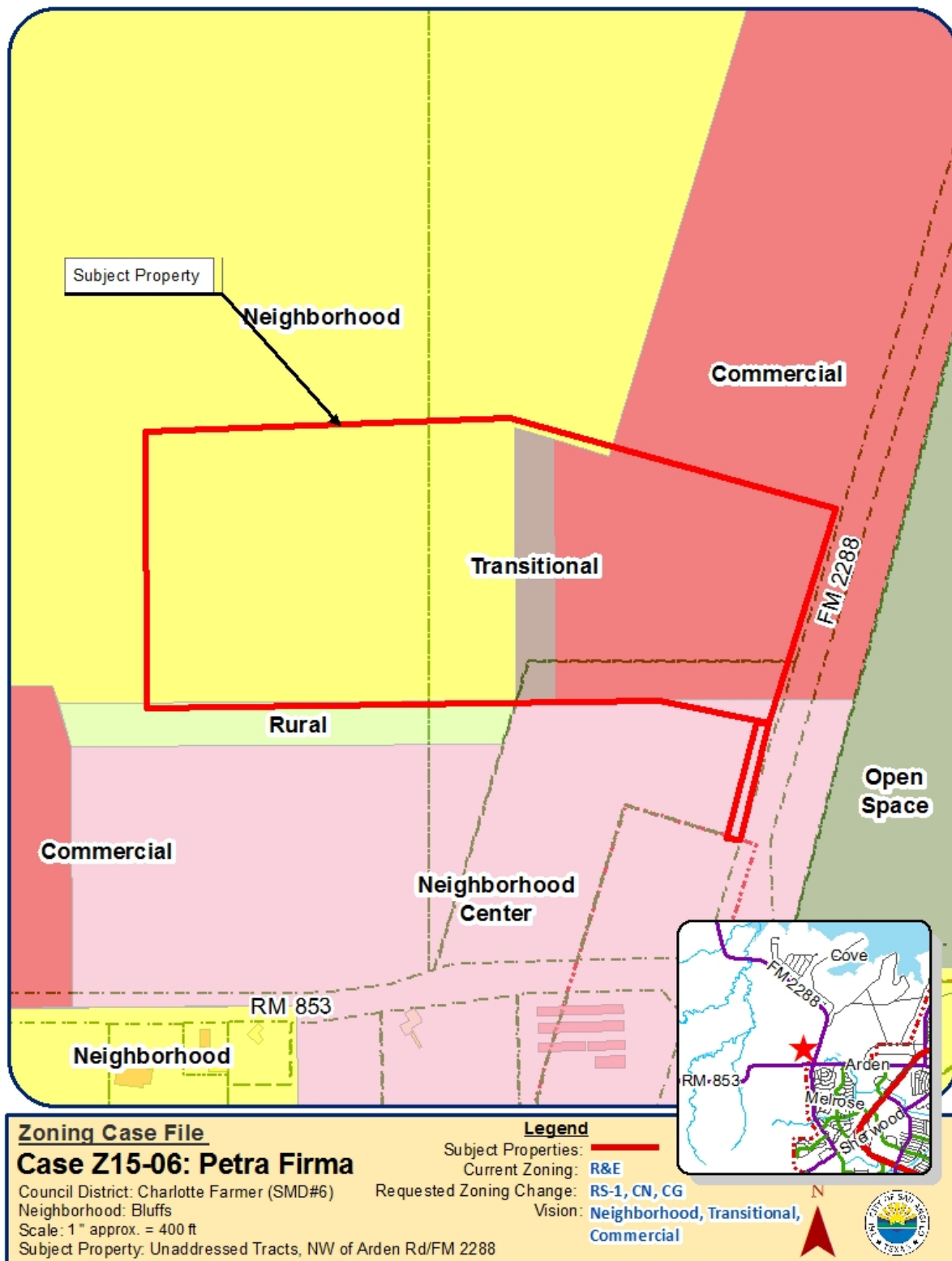
Current Zoning: **R&E**

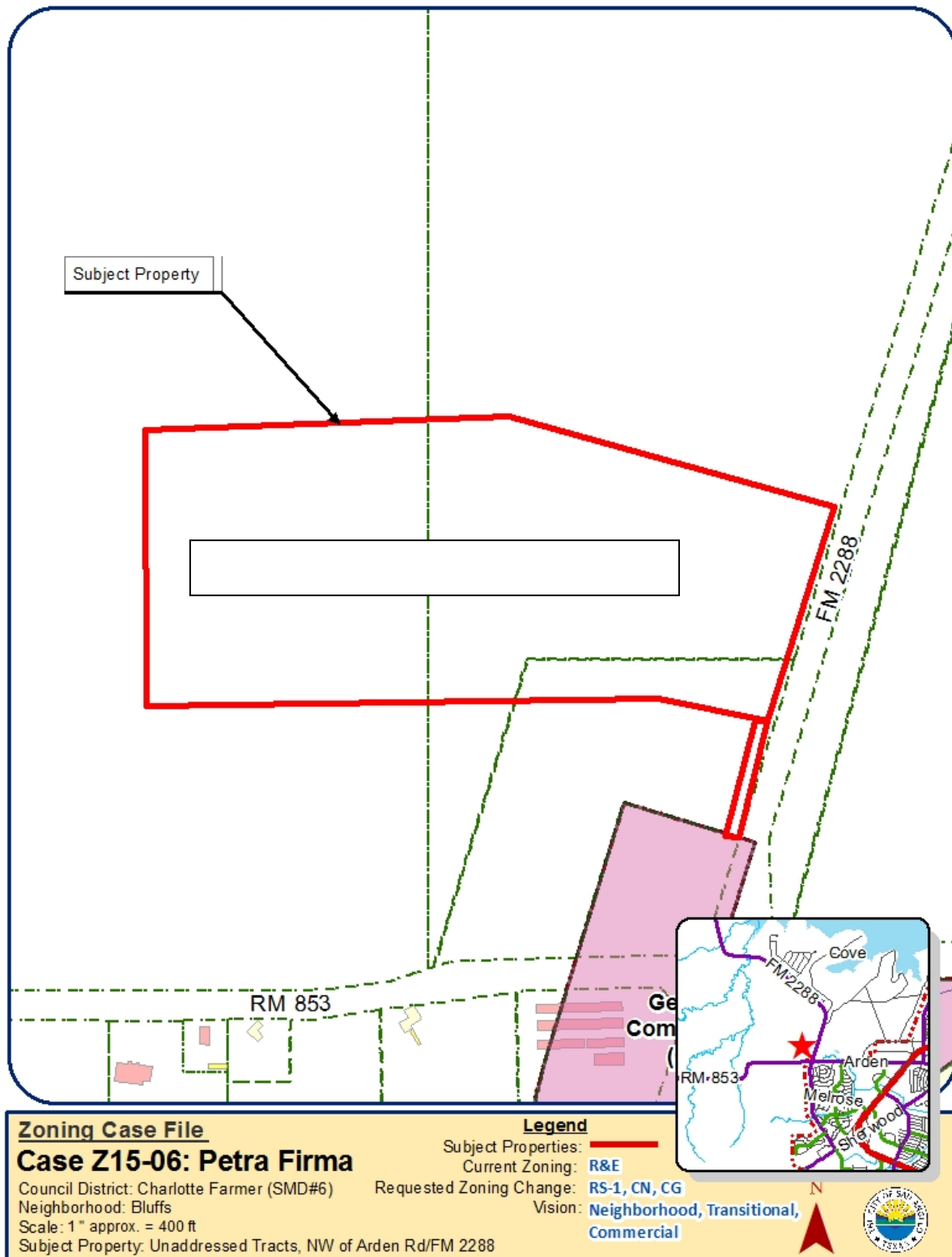
Requested Zoning Change: **RS-1, CN, CG**

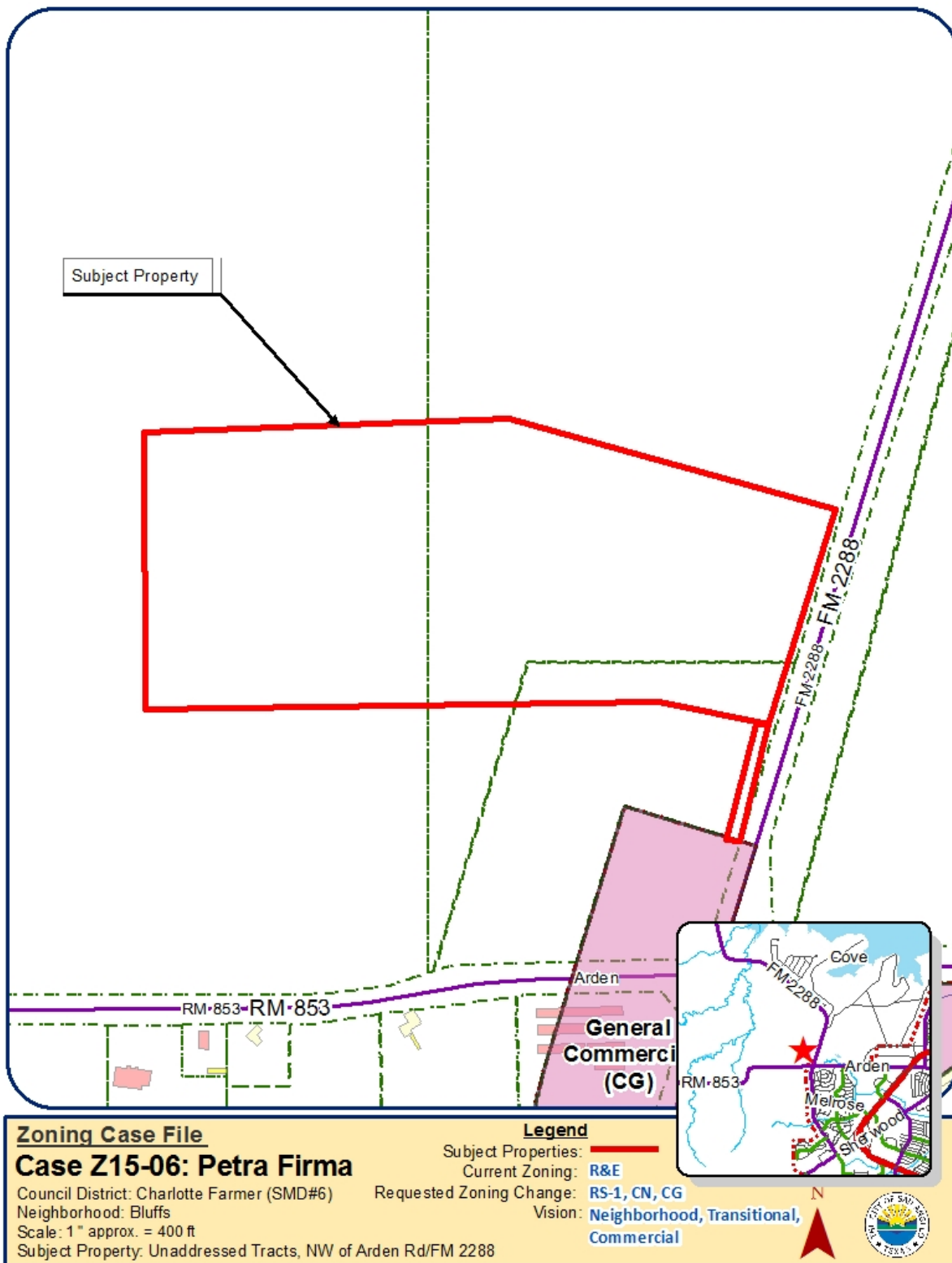
Vision: **Neighborhood, Transitional,  
Commercial**

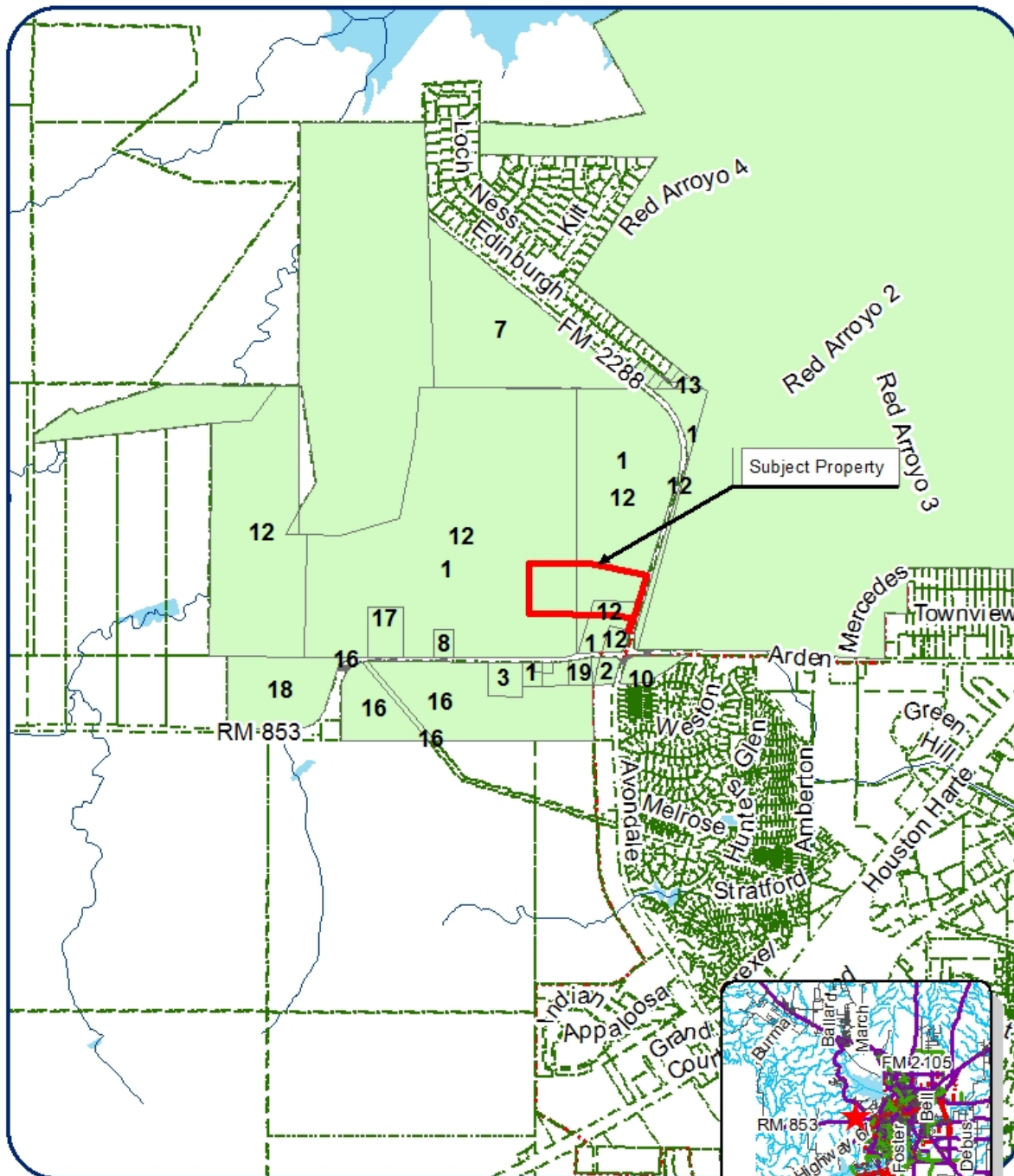












# **Zoning Case File**

## **Case Z15-06: Petra Firma**

Council District: Charlotte Farmer (SMD#6)

Neighborhood: Bluffs

Scale: 1" approx. = 2,500 ft

Subject Property: Unaddressed Tracts, NW of Arden Rd/FM 2288

## **Legend**

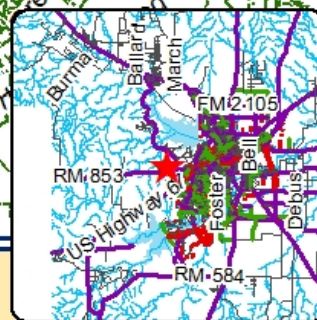
Subject Properties: —

Current Zoning: R&E

Requested Zoning Change: RS-1, CN, CG

Vision: Neighborhood, Transitional,

Commercial

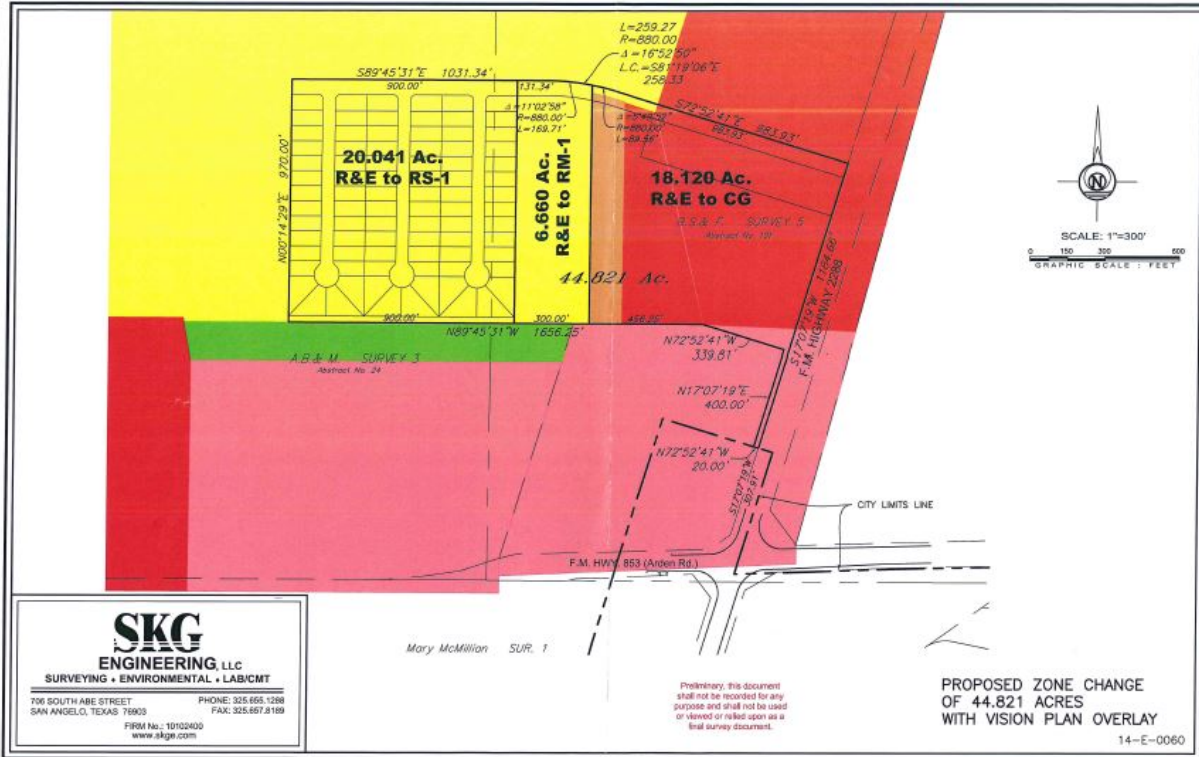


## LIST OF INDIVIDUALS / ENTITIES NOTIFIED

|                                           |                                  |                    |    |                |
|-------------------------------------------|----------------------------------|--------------------|----|----------------|
| ABEL CLARK &<br>SHERRY                    | PO BOX 348                       | SAN<br>ANGELO      | TX | 76902-<br>0348 |
| ANGELO MINI<br>STORAGE INC &<br>BOOK      | 4052 ARDEN RD                    | SAN<br>ANGELO      | TX | 76901-<br>2606 |
| ANGELO MINI<br>STORAGE INC &<br>BOOK      | 4052 ARDEN RD                    | SAN<br>ANGELO      | TX | 76901-<br>2606 |
| ARCP ID MESA PORTFOLIO LLC                | 8377 E<br>HARTFORD DR<br>STE 200 | SCOTTSDALE         | AZ | 85255-<br>5685 |
| BARRERA JAVIER F                          | 113 EDINBURGH<br>RD              | SAN<br>ANGELO      | TX | 76901-<br>9505 |
| BAXTER ROBERT J                           | 108 EDINBURGH<br>RD              | SAN<br>ANGELO      | TX | 76901-<br>9502 |
| COMBEST TYMN A                            | 121 EDINBURGH<br>PO BOX          | SAN<br>ANGELO      | TX | 76901-<br>9502 |
| GOODMAN JOHN JR & RICE MARK &             | 118096308<br>6696 RM HWY         | SIOUX FALLS<br>SAN | SD | 57186-<br>0001 |
| GTF ENERGY LLC                            | 853<br>104 EDINBURGH             | ANGELO<br>SAN      | TX | 76901-<br>9716 |
| HALEY WILLIAM M & LOY MARIE               | RD<br>2126                       | ANGELO             | TX | 76901-<br>9501 |
| HARTGROVE<br>RICHARD                      | SHERWOOD<br>WAY                  | SAN<br>ANGELO      | TX | 76901-<br>3879 |
| INDECO INDUSTRIAL ELECTRIC<br>COMPANY INC | 65 E AVE K                       | SAN<br>ANGELO      | TX | 76903-<br>7572 |
| JENSEN DAVID                              | PO BOX 1669                      | SAN<br>ANGELO      | TX | 76902-<br>1669 |
| JENSEN DAVID                              | PO BOX 1669                      | SAN<br>ANGELO      | TX | 76902-<br>1669 |
| JENSEN DAVID                              | PO BOX 1669                      | SAN<br>ANGELO      | TX | 76902-<br>1669 |
| JENSEN DAVID                              | PO BOX 1669                      | SAN<br>ANGELO      | TX | 76902-<br>1669 |
| JENSEN DAVID                              | PO BOX 1669                      | SAN<br>ANGELO      | TX | 76902-<br>1669 |

|                            |                   |                      |             |    |            |
|----------------------------|-------------------|----------------------|-------------|----|------------|
| JENSEN DAVID               |                   | PO BOX 1669          | SAN ANGELO  | TX | 76902-1669 |
| MC CULLOUGH AMY B          |                   | 100 EDINBURGH        | SAN ANGELO  | TX | 76901-9501 |
| NARRO WILLIAM J & ADA L    |                   | 1013 HUNTERS GLEN RD | SAN ANGELO  | TX | 76901-5012 |
| OWENS JOHN                 |                   | 109 EDINBURGH ROAD   | SAN ANGELO  | TX | 76901-9502 |
| REICHERT JACK - DECEASED   |                   | PO BOX 1591          | SAN ANGELO  | TX | 76902-1591 |
| REICHERT JACK - DECEASED   |                   | PO BOX 1591          | SAN ANGELO  | TX | 76902-1591 |
| REICHERT JACK - DECEASED   |                   | PO BOX 1591          | SAN ANGELO  | TX | 76902-1591 |
| REICHERT JACK - DECEASED   |                   | PO BOX 1591          | SAN ANGELO  | TX | 76902-1591 |
| SELECT ENERGY SERVICES LLC | PROPERTY TAX DEPT | PO BOX 1715          | GAINESVILLE | TX | 76241-1715 |
| SHAHAN ANNE BLEAKLEY W     |                   | PO BOX 2807          | SAN ANGELO  | TX | 76902-2807 |
| SMITH WILLIAM D & RHODA S  |                   | 6329 RM HIGHWAY 853  | SAN ANGELO  | TX | 76901-9716 |
| UNITED STATES GOVERNMENT   |                   |                      |             |    | 00000-0000 |
| UNITED STATES OF AMERICA   |                   |                      |             |    | 00000-0000 |
| UNITED STATES OF AMERICA   |                   |                      |             |    | 00000-0000 |
| WHIPPLE JOHN DAVID         |                   | 9613 INDIAN CREEK    | SAN ANGELO  | TX | 76901-9733 |
| WILSON BECKY               |                   | 2628 W TWOHIG AVE    | SAN ANGELO  | TX | 76901-3623 |

# CONCEPTUAL PLAN





AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288; more specifically being 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24, a request for approval of a Rezoning from the Ranch & Estate (R&E) Zoning District to the Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts; PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY**

RE: Z15-06: Petra Firma Development Group, Inc.

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

**Unaddressed tracts, located approximately 708 feet north of the intersection of Arden Road and FM Highway 2288; more specifically being 44.821 acres out of the B.S. & F. Survey 5, Abstract No. 101 and A.B. & M. Survey 3, Abstract No. 24, zoned Ranch & Estate (R&E) Zoning District shall henceforth be permanently zoned as follows: Single-Family Residence (RS-1), Low Rise Multifamily Residence (RM-1), and General Commercial (CG) Zoning Districts, as depicted in Exhibit "A."**

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 2: That in all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 3: That the following severability clause is adopted with this amendment:

**SEVERABILITY:**

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

SECTION 4: That the following penalty clause is adopted with this amendment:

**PENALTY:**

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

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

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Dwain Morrison, Mayor

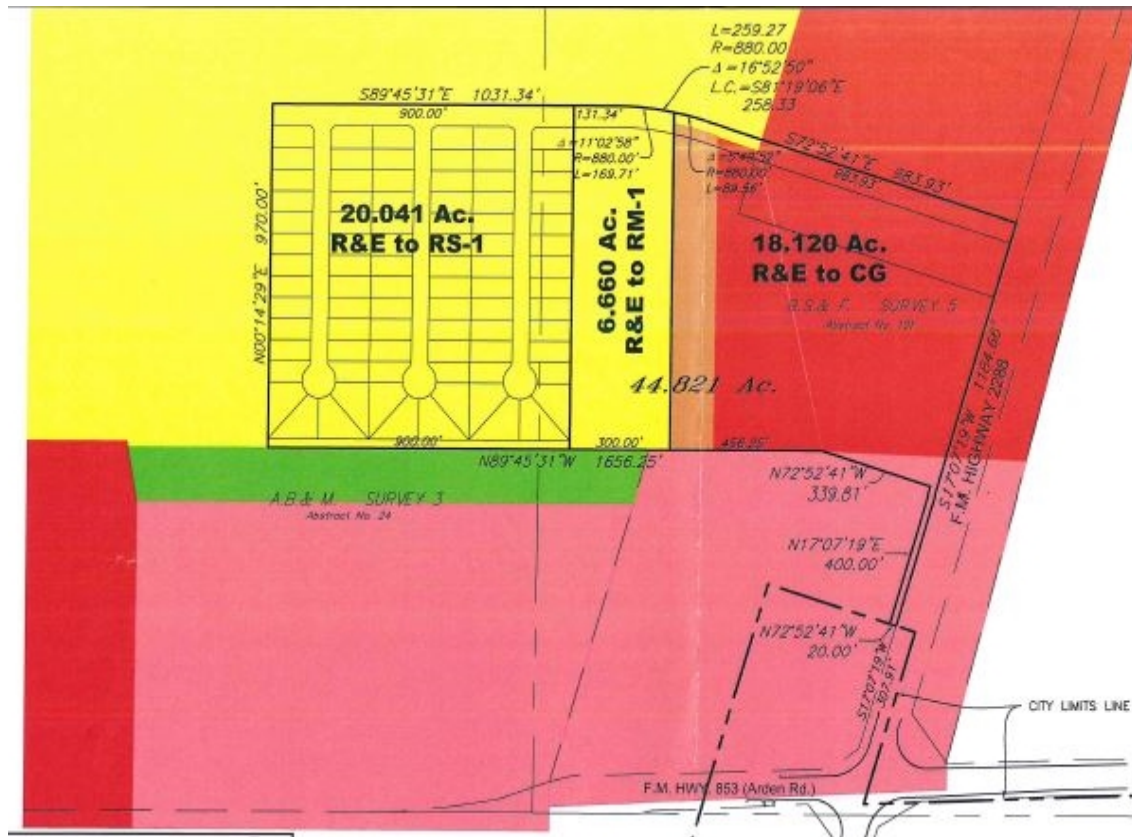
ATTEST:

APPROVED AS TO FORM:

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

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

# EXHIBIT "A"



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

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

## **Summary/History:**

On November 3, 2015, the applicants submitted this request for a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District. One of the applicants, The Church of Christ, occupies the lots addressed as 901 North Main Street and plans to expand to add a new radio station for the church as well as a 90-foot radio broadcast tower for the church radio station. The original church was built in 1959, and at that time and until the year 2000, churches were permitted uses in the R-2 zone, the precursor to the current RS-2 zone. In 2000, churches were removed from the new RS-2 Zone District and were no longer outright permitted uses. A Rezoning to the Office Commercial (CO) Zoning District would allow the Church of Christ to make their existing facility consistent with the Zoning Ordinance and well as facilitate their proposed expansion. The Concho Valley Baptist Association, which occupies the building immediately north at 825 North Main Street, has agreed to join with Church of Christ in this request for a Rezoning to CO on their property as well. An Office Commercial (CO) Zoning designation on the Baptist property would also make their existing facility consistent with the Zoning Ordinance and would allow them to expand in future. Further, with a CO Zoning designation, the radio tower on the Church of Christ property would only require a side yard setback of 20% of the height of the tower, or 18 feet, instead of 100 feet if the property remained RS-2, which is a residential Zoning District.

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                 |                                                              |
|----|-----------------|--------------------------------------------------------------|
| 1. | Staff Report    | PL_Z15-09 Church of Christ & Baptist Assoc_Staff Report.docx |
| 2. | Draft Ordinance | PL_Z15-09 Church of Christ & Baptist Assoc_Ordinance.docx    |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

Guerra, Rebeca

Created/Initiated

|                 |                |
|-----------------|----------------|
| James, Jon      | Approved       |
| James, Theresa  | Approved       |
| Carriger, Tina  | Approved       |
| James, Theresa  | Approved       |
| Dunn, Becky     | Approved       |
| Kendrick, Bryan | Final Approval |

# STAFF REPORT



## City Council

**Meetings:** December 15, 2015  
January 5, 2016

**From:** Jon James, AICP  
Director of Planning and Development Services

**Through:** Rebeca A. Guerra, AICP, LEED-AP, CPD  
Planning Manager

**Case:** Z15-09

**Request:** A request for approval of a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District

**Location:** 825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8<sup>th</sup> Street

## Legal

**Description:** Being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2<sup>nd</sup> Replat)

**Size:** 1.49 acres

## General Information

Future Land Use: Campus/Institutional

Current Zoning: Two-Family Residential (RS-2)

Existing Land Use: 901 N. Main Street: Ninth & Main  
Church of Christ  
825 N. Main Street: Concho Valley  
Baptist Association

## **Surrounding Zoning / Land Use:**

|        |                                                                    |                                                                           |
|--------|--------------------------------------------------------------------|---------------------------------------------------------------------------|
| North: | Two-Family Residence (RS-2)                                        | Taylor Henley Retirement Residence, Baptist Memorial Center               |
| West:  | Two-Family Residence (RS-2), Low Rise Multifamily Residence (RM-1) | Baptist Retirement Community, Future Memorial Care Assisted Living Houses |
| South: | General Commercial (CG)                                            | Shell Gas and Convenience                                                 |
| East:  | General Commercial (CG)                                            | Auto Zone                                                                 |

District: SMD #3 – Johnny Silvas

Neighborhood: Reagan

Thoroughfares/Streets:

North Main Street is defined as an “Urban Major Arterial Street” in the City’s Master Thoroughfare Plan (MTP). Arterial Streets are designed to connect Collector Streets to freeways and other arterials carrying large volumes of traffic at high speeds, and Urban Arterial Streets require a minimum right-of-way width of 80 feet and a minimum paving width of 64 feet. North Main Street has an existing right-of-way of 88 feet in compliance with the MTP, but an existing paving width of only 42 feet, which is substandard. However, both properties have been previously platted and the proposed development does not require extending the paving width under the Subdivision Ordinance.

East 8<sup>th</sup> Street is classified as a “Local Street” in the MTP. A Local Street carries light neighborhood traffic at low speeds, and requires a right-of-way width of 50 feet and a paving width of 36 feet for existing streets. The existing right-of-way width of East 8<sup>th</sup> Street is 60 feet and the existing paving width is 36 feet in compliance with the MTP.

## **History and Background:**

On November 3, 2015, the applicants submitted this request for a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning

District. One of the applicants, The Church of Christ, occupies the lots addressed as 901 North Main Street and plans to expand to add a new radio station for the church as well as a 90-foot radio broadcast tower for the church radio station. The original church was built in 1959, and at that time and until the year 2000, churches were permitted uses in the R-2 zone, the precursor to the current RS-2 zone. In 2000, churches were removed from the new RS-2 Zone District and were no longer outright permitted uses. A Rezoning to the Office Commercial (CO) Zoning District would allow the Church of Christ to make their existing facility consistent with the Zoning Ordinance and well as facilitate their proposed expansion. The Concho Valley Baptist Association, which occupies the building immediately north at 825 North Main Street, has agreed to join with Church of Christ in this request for a Rezoning to CO on their property as well. An Office Commercial (CO) Zoning designation on the Baptist property would also make their existing facility consistent with the Zoning Ordinance and would allow them to expand in future. Further, with a CO Zoning designation, the radio tower on the Church of Christ property would only require a side yard setback of 20% of the height of the tower, or 18 feet, instead of 100 feet if the property remained RS-2, which is a residential Zoning District.

### **Analysis:**

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

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

The proposed Rezoning to Office Commercial (CO) would appear to be consistent with the Comprehensive Plan's (aka Vision Plan's) Future Land Use designation of "Campus/Institutional." The Campus/Institutional Policies "focus redevelopment efforts on multi-purpose, mixed-use facilities that provide a wide variety of businesses, housing and office space." The area is surrounded by a variety of retirement, assisted care facilities, offices and businesses. As indicated, churches are no longer permitted uses in the RS-2 Zone. Therefore, a Rezoning on would appear to be more appropriate, reflecting the current land uses on the properties, and would be consistent with the Future Land Use of Campus/Institutional.

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

The CO Zoning District requires a minimum lot area of 6,000 square feet, a minimum lot width of 50 feet and a minimum lot depth of 80 feet. Both properties comply with these minimum development standards. Prior to any future construction, the applicant will be required to provide a fully dimensioned site plan



to ensure future development complies with all development standards, including parking requirements. Churches require the greater of 1 parking space for every 400 square feet of gross floor area, or 1 parking space for every 10 patron seats, and a radio station would be classified as an office which requires 1 parking space for every 300 square feet of floor area.

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

The subject properties are part of a larger area of similar uses including retirement, assisted care facilities and offices. As indicated, the church buildings already exist, and a Rezoning to CO would better reflect what is already in the area. A future radio station and radio tower exclusively for the Church of Christ would be accessory to the existing church and would be permitted uses in the CO Zoning District. A CO Zoning designation on the properties would avoid each owner having to return to the Planning Commission for an Expansion of Non-Conforming requests as now they would be permitted uses.

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

As indicated above, the properties are part of a larger area of institutional and office related uses and no longer fit within a residential Zoning District. In addition, both properties front onto North Main Street, a Major Arterial Street, which connects to the Houston Harte Expressway.

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

Effects on the natural environment would appear to be minimal as both properties already have existing structures and parking areas already paved. Future commercial development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

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

A Rezoning to Office Commercial (CO) would recognize the existing church facilities and administrative buildings on the properties. It would also service

the Church of Christ's future expansion for a radio station to better serve its congregants.

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

The properties front onto North Main Street, a Major Arterial Street, which connects to the Houston Harte Expressway, and could accommodate the church expansion. As indicated previously, there are already commercial and institutional uses along North Main Street, and the church uses already exist on the properties. Therefore, this proposal would appear to be a logical and orderly pattern of development in the immediate area.

### **Notification:**

On November 6, 2015, eight (8) notifications were mailed out within a 200-foot radius of the properties. As of December 4, 2015, there were zero (0) responses in favor and in opposition of the request.

### **Planning Commission Recommendation:**

On November 16, 2015, the Planning Commission recommended **APPROVAL** of the applicant's request for a Rezoning to the Office Commercial (CO) Zoning District by a unanimous 5–0 vote. The following is the complete excerpt of the minutes from the November 16, 2015, meeting for this case:

Jeff Fisher, Planner, outlined the case. The Future Land Use of the properties is Campus/Institutional and the current zoning is Two-Family Residence (RS-2). The Church of Christ at 901 North Main Street and Concho Valley Baptist Association at 825 North Main Street jointly made this application for a Rezoning on their properties to the Office Commercial (CO) Zoning District to allow their facilities to be able to expand their legal, nonconforming uses in the future without the need for approval from the Planning Commission. Before 2000, churches were permitted in the R-2 Zoning, the precursor to the RS-2 zoning. A Rezoning would restore their legal status and allow them to expand in the future without further Board approval. The Church of Christ indicated possible plans for a future Christian radio station and associated radio tower on their property at 901 North Main Street.

Mr. Fisher outlined Planning Staff's recommendation to approve the Rezoning and the rationale why. He explained the Rezoning would be compatible with the plans and policies of the Future Land Use of Campus/Institutional in the Comprehensive Plan, that the proposed Rezoning is consistent with the CO provisions of the

Zoning Ordinance and surrounding area, that the property is part of a larger area of institutional and office uses, that the properties are already paved and there should be no adverse effects on the natural environment, that there is a community need given the churches have indicated that may wish to expand, and that North Main Street is an Arterial Road which connects to Houston Harte Expressway and can adequately service the development.

Dennis Reed with the Church of Christ and Jeff Box with the Baptist Association indicated that they submitted the application together and would be available to answer any questions.

A Motion to approve the proposed Rezoning was made by Commissioner Jackson and seconded by Commissioner Crisp. The motion carried unanimously, 5-0.

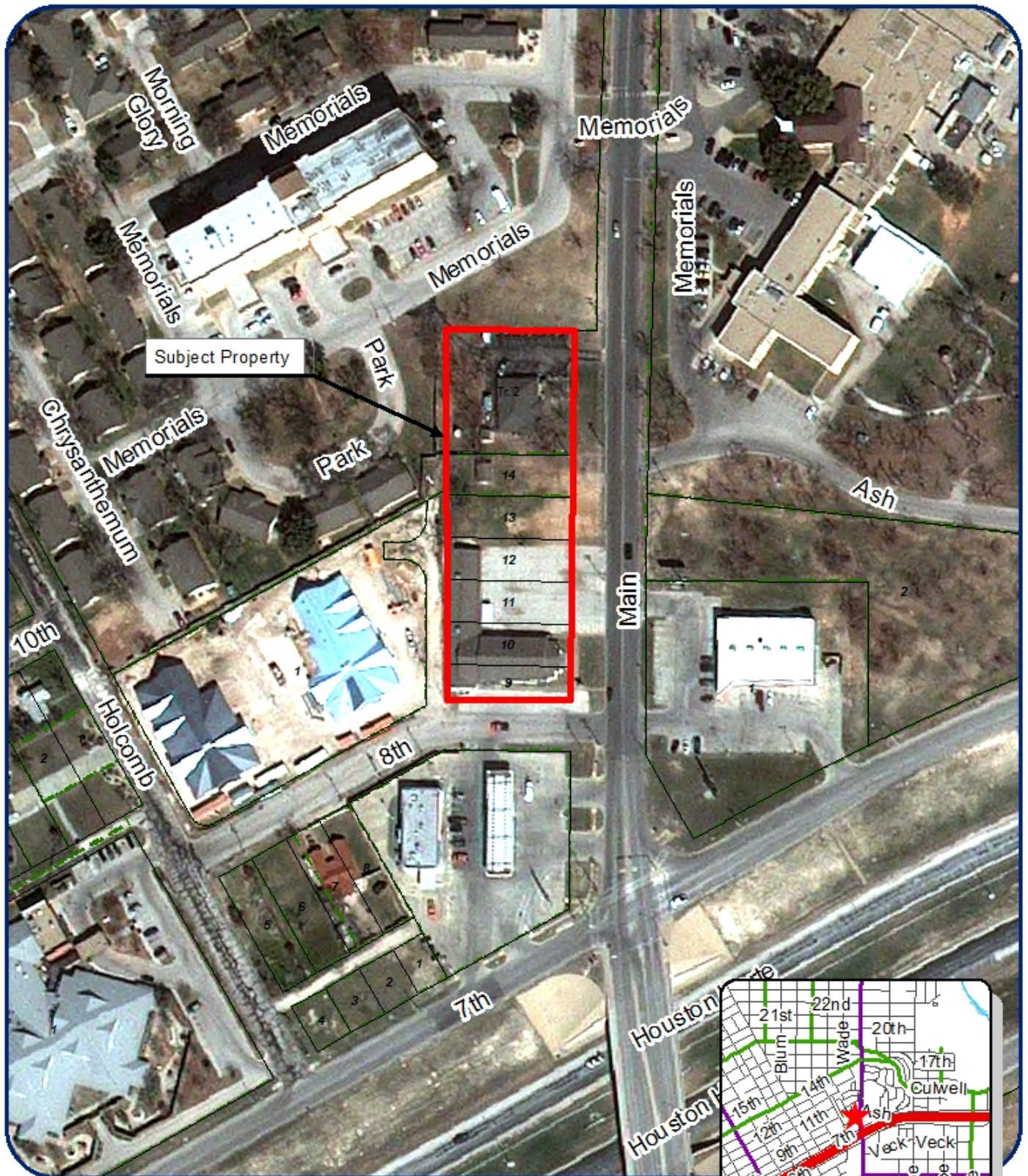
**Staff's Recommendation:**

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Two-Family Residence District (RS-2) Zoning District to the **Office Commercial (CO) Zoning District**.

**Attachments:**

Aerial Map  
Future Land Use Map  
Zoning Map  
Major Thoroughfare Map  
Notification Map  
Excerpt of CO Permitted Uses and Provisions





### Zoning Case File

## **Case Z15-09: C. of Christ/CVBA**

Council District: Johnny Silvas (SMD #3)

Neighborhood: Reagan

Scale: 1" approx. = 150 ft

Subject Property: 825 and 901 N. Main St.

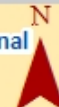
### Legend

Subject Properties:

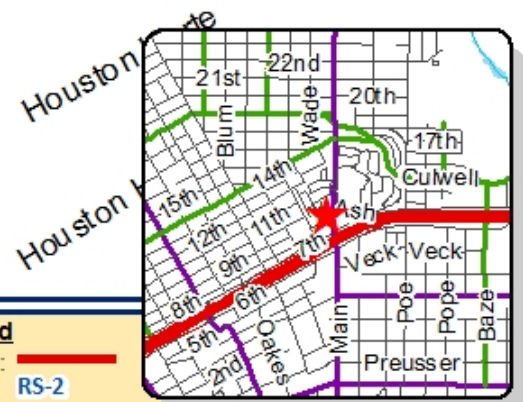
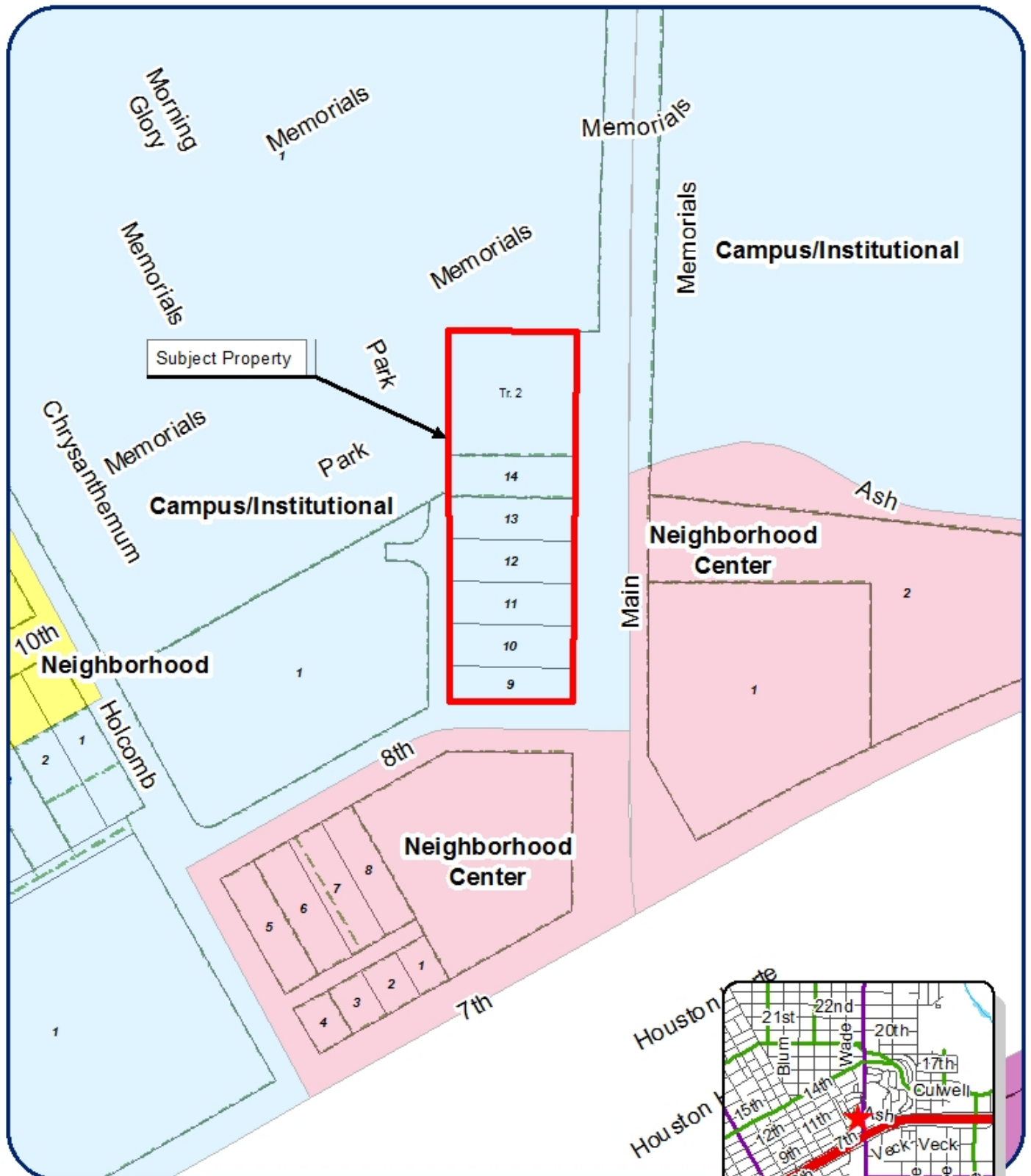
Current Zoning: **RS-2**

Requested Zoning Change: **CO**

Vision: **Campus/Institutional**







### Zoning Case File

## Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)

Neighborhood: Reagan

Scale: 1" approx. = 150 ft

Subject Property: 825 and 901 N. Main St.

### Legend

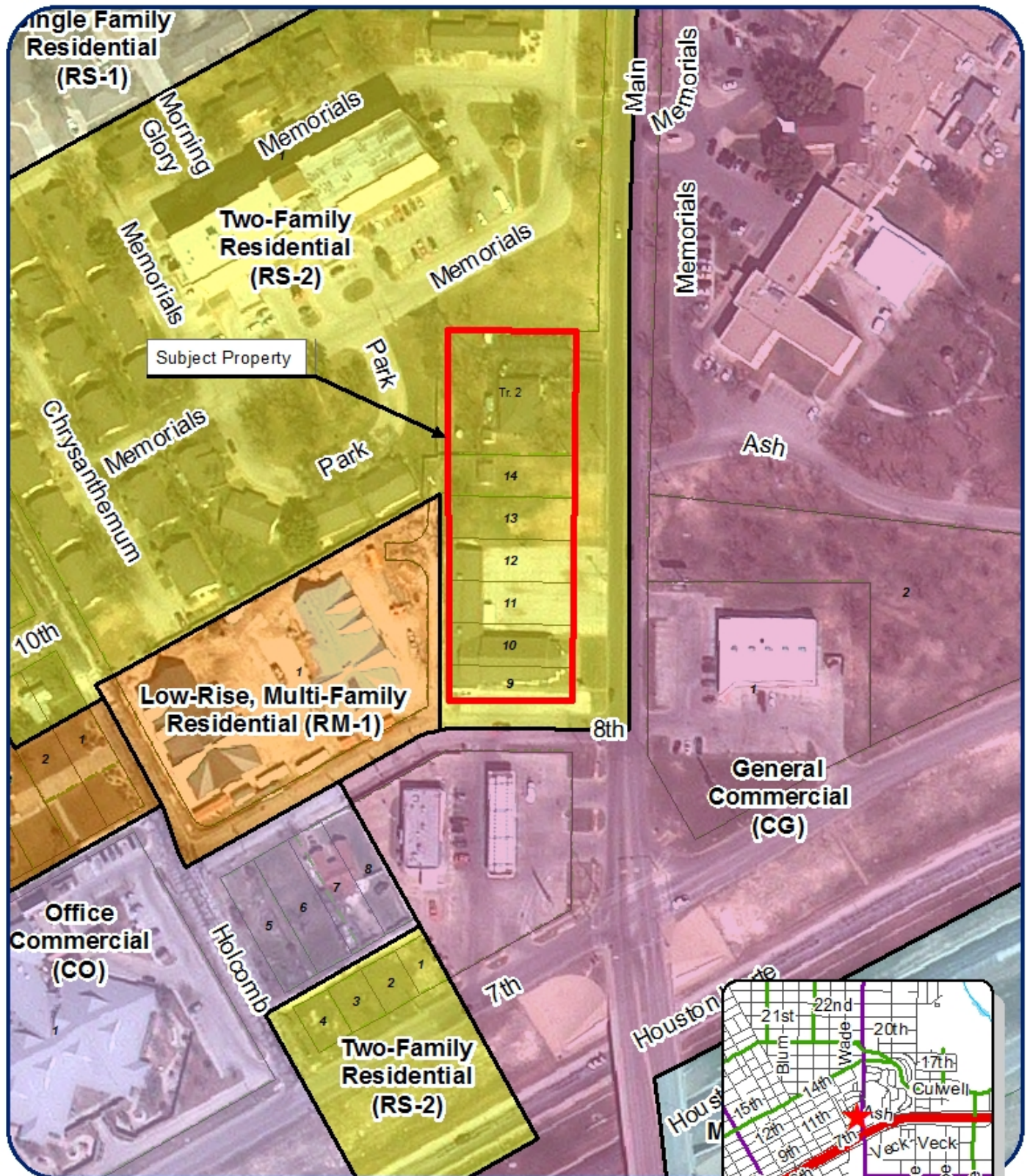
Subject Properties:

Current Zoning: RS-2

Requested Zoning Change: CO

Vision: Campus/Institutional





### Zoning Case File

## Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)

Neighborhood: Reagan

Scale: 1" approx. = 150 ft

Subject Property: 825 and 901 N. Main St.

### Legend

Subject Properties: —

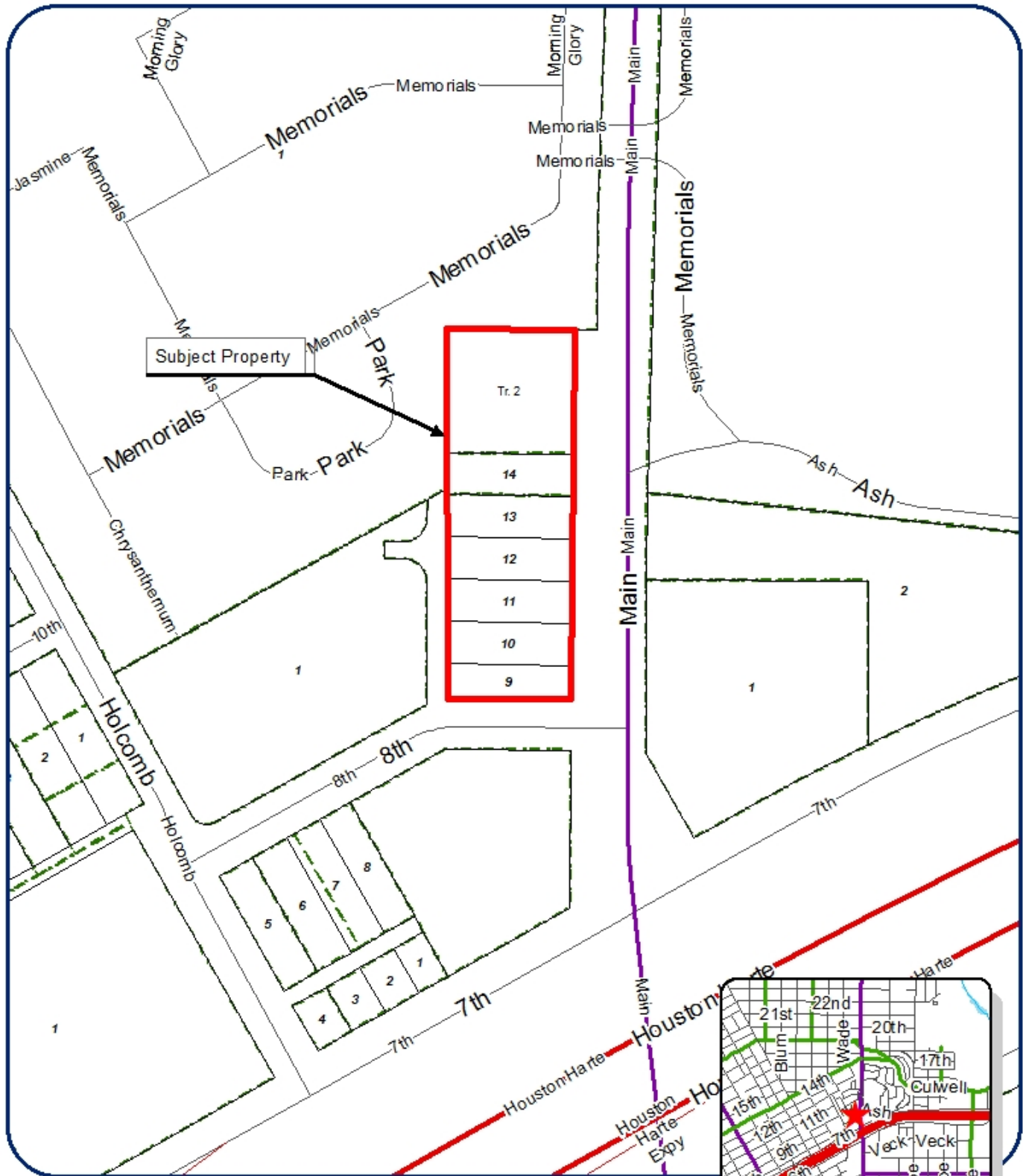
Current Zoning: RS-2

Requested Zoning Change: CO

Vision: Campus/Institutional







### Zoning Case File

## **Case Z15-09: C. of Christ/CVBA**

Council District: Johnny Silvas (SMD #3)

Neighborhood: Reagan

Scale: 1" approx. = 150 ft

Subject Property: 825 and 901 N. Main St.

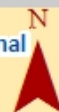
### Legend

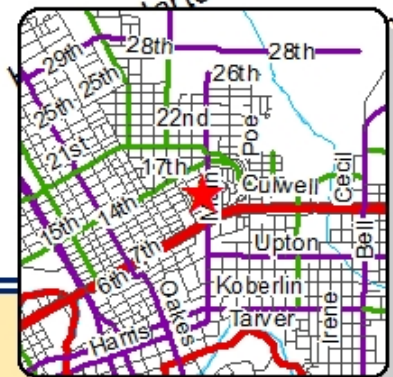
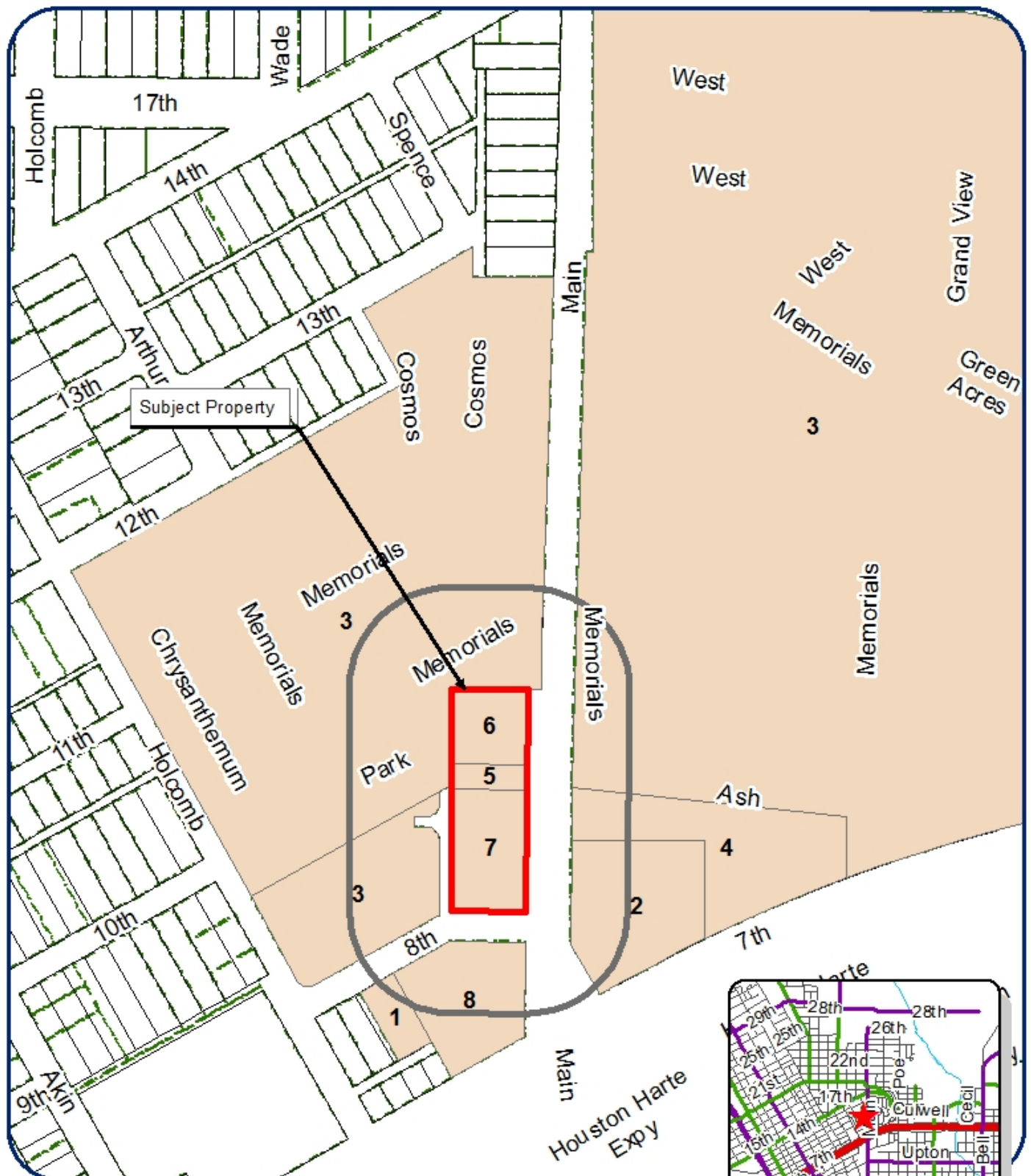
Subject Properties: —

Current Zoning: RS-2

Requested Zoning Change: CO

Vision: Campus/Institutional





### Zoning Case File

## Case Z15-09: C. of Christ/CVBA

Council District: Johnny Silvas (SMD #3)

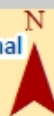
Neighborhood: Reagan

Scale: 1" approx. = 250 ft

Subject Property: 825 and 901 N. Main St.

### Legend

Subject Properties: —  
 Current Zoning: RS-2  
 Requested Zoning Change: CO  
 Vision: Campus/Institutional







Planning Division  
72 W. College Ave.  
San Angelo, TX 76903  
(325) 657-4210 ph.  
(325) 657-4227 fx.  
[www.sanangelotexas.us](http://www.sanangelotexas.us)

# PLANNING DIVISION

## OFFICE COMMERCIAL (CO) ZONING DISTRICTS

### Allowed Uses:

- Group living
- Drug and alcohol recovery facility
- College
- Public, nonprofit or charitable community services
- Day care for children or adults
- Meeting areas for religious institutions
- Schools
- Business, government, professional, medical or financial offices
- Commercial parking
- Public safety and emergency services

### Conditional Uses:

- Household living
- Bed & breakfast
- Self-service storage
- Hospital
- Retail sales
- Vehicle service (performed while the customer waits)
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Veterinary clinic for small animals
- Waste-related uses

These uses are allowed with the approval of a "conditional use" by the Planning Commission. Applications for a conditional use may be completed through the Planning Division. The Development handout titled "Conditional Uses" gives a thorough explanation of the process.

### Special Uses:

Facilities for golf, including practice areas  
Any use which the Planning Commission and the City Council deem appropriate as a transition between zoning districts

These uses are allowed with the approval of a "special use" by the Planning Commission and the City Council. Applications for a special use may be completed through the Planning Division. The Development handout titled "Special Uses" gives a thorough explanation of the process.

### Required Setbacks:

- Front Setback: 25 feet
- Side Setback: None required  
10 feet if abutting a residential district or use
- Rear Setback: None required  
10 feet if abutting a residential district or use

---

**DEVELOPMENT SERVICES DEPARTMENT**

*Planning is a Division of the Department of Development Services*



Planning Division  
72 W. College Ave.  
San Angelo, TX 76903  
(325) 657-4210 ph.  
(325) 657-4227 fx.  
[www.sanangelotexas.us](http://www.sanangelotexas.us)

# PLANNING DIVISION

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

## **Maximum Floor Area Ratio: 2.0**

The maximum floor area ratio refers to the gross floor area of all buildings on the lot divided by the total area of the lot.

## **Minimum Lot Size: 6,000 square feet**

**Off-Street Parking:** Off-street parking requirements are determined by the use of the property and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

**Off-Street Loading:** A minimum of one space is required  
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof  
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

**Outdoor Storage:** Type 1, Outdoor Display, is allowed; Type 1 allows for display adjacent to a principal building wall and extending to a distance no greater than 5 feet from the wall. This storage may not block windows, entrances or exits, or impair the ability of pedestrians to use the building.

---

***DEVELOPMENT SERVICES DEPARTMENT***

***Planning is a Division of the Department of Development Services***

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT: **825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8th Street; more specifically being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2nd Replat), a request for approval of a Rezoning from the Two-Family Residence (RS-2) Zoning District to the Office Commercial (CO) Zoning District; PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY**

RE: Z15-09: Ninth & Main Church of Christ and the Concho Valley Baptist Association, Inc.

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000, and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described:

**825 and 901 North Main Street; generally located at the northwest corner of North Main Street and East 8th Street; more specifically being 0.982 acres in the Exall Addition, Block 5, Lots 9-14, and being 0.508 acres in the Baptist Memorials Center West, Baptist Memorials Geriatric Center – West Addition, Tract 2 (2nd Replat), zoned Two-Family Residence (RS-2) Zoning District shall henceforth be permanently zoned as follows: Office Commercial (CO) Zoning District.**

The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 2: That in all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 3: That the following severability clause is adopted with this amendment:

**SEVERABILITY:**

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

SECTION 4: That the following penalty clause is adopted with this amendment:

**PENALTY:**

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

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

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Dwain Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Second Reading on the adoption of an Ordinance amending Chapter 2 "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 3 "Zoning Board of Adjustment" (J. James)

## **Summary/History:**

On May 19, 2015, and June 2, 2015, City Council approved amendments to the ordinance regarding the establishment, rules, and procedures for the Zoning Board of Adjustment, by providing for a Zoning Board of Adjustment of seven regular members and two alternate members, providing for nominations by Mayor and Council Members, providing procedures for appeal hearings, and providing for filling vacancies.

With the change to the number of members on the Board, changes to the number required to be present to hear cases and for an affirmative vote on certain issues were necessary to comply with state law. These changes were made in the revisions to the bylaws in June. However, not all of those changes were correctly incorporated in the ordinance amendments. The attached proposed changes remedy that by changing the ordinance to match the bylaws and what is required by state law. Specifically, the change to 2.07.061(b) ensures that any case must be heard by at least six members (75% of the Board). The change to Section 2.07.062(c) ensures that a vote of at least six members (previously only four members) is necessary in order to reverse an order, requirement, decision, or determination of an administrative official, decide in favor of any applicant on a matter on which the Board is required to pass under the Zoning Ordinance, or authorize a variation from the terms of the Zoning Ordinance.

## **Financial Impact:**

N/A

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                 |                                                  |
|----|-----------------|--------------------------------------------------|
| 1. | Text Amendment  | ZBA Text Amendment (REVISED).docx                |
| 2. | Draft Ordinance | PL_ZBA Text Amendment Ordinance (Chapter 2).docx |

## **Presentation:**

Jon James

## **Approvals/Reviews:**

Guerra, Rebeca

Created/Initiated

|                 |                |
|-----------------|----------------|
| James, Jon      | Approved       |
| James, Theresa  | Approved       |
| Carriger, Tina  | Approved       |
| James, Theresa  | Approved       |
| Dunn, Becky     | Approved       |
| Kendrick, Bryan | Final Approval |

**Division 3. Zoning Board of Adjustment**  
**-PROPOSED TEXT AMENDMENT-**

**Sec. 2.07.061    Organization and procedure**

- (a) There shall be a zoning board of adjustment that consists of seven (7) regular board member seats and two (2) alternate board member seats to be filled by nomination and appointment by the city council as follows:
  - (1) One (1) regular board member seat shall be designated to be filled by a nomination of the mayor
  - (2) Two (2) alternate board member seats shall be designated to be filled by nominations of the mayor;
  - (3) Each of six regular board member seats shall be designated for a single member district one through six respectively, to be filled by nomination of the council member representing the designated single member district;
  - (4) The appointment of any regular board member or alternate board member nominated pursuant to this section shall be made by vote of the city council. Should any nominee not secure at least four affirmative votes of council members, the mayor or single member district city council member having made the nomination shall make a new nomination for vote of the council.
  - (5) The city clerk shall maintain a record of board members that includes the board member's designation as regular board member or as alternate board member, whether the nomination is by mayor or single member district council member, including the designated single member district, the date of appointment by city council, and the date of expiration of the term of appointment.
  - (6) For purposes of expanding the regular board membership from five regular members to seven regular members after the effective date of this ordinance, the city clerk shall, based on the record of current appointments to the board, designate each current regular member of the board as representative of mayor or specific single council member district. Each of the two additional regular board member seats shall be designated by the city clerk for nomination by the mayor or specific single member district council member so as to provide the mayor and each single member district council member with a designated regular board member seat and the right to make nominations for vacancies or expired terms for such designated regular board member seat.
- (b) Each case before the zoning board of adjustment must be heard by at least ~~five (5)~~ six (6) members.
- (c) The board shall adopt rules in accordance with the Texas Local Government Code.

- (1) Meetings of the board are held at the call of the chairman and at other times as determined by the board.
  - (2) The chairman, or acting chairman, may administer oaths and compel the attendance of witnesses.
  - (3) All meetings of the board shall be open to the public.
- (d) The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the board's office and are public records.
  - (e) Any member who fails to attend at least two-thirds (2/3) of the regular meetings in any one-year period shall be deemed to have automatically resigned from office, unless such absences were excused as set forth: the absence shall be termed "excused" by notification to the board secretary no later than 12:00 noon on the Friday before the regularly scheduled zoning board of adjustment meeting. The board secretary shall make periodic attendance reports to the zoning board of adjustment, and a replacement shall be appointed in the manner provided above, for any zoning board of adjustment member who has resigned.
  - (f) The following rules shall apply to the zoning board of adjustment:
    - (1) The term of each board member or alternate board member shall be two (2) years.
    - (2) The city council may remove a regular board member or alternate board member for cause on a written charge after a public hearing.
    - (3) A vacancy on the board in a regular board member seat or in an alternate board member seat shall be filled for the unexpired term in the same manner as provided for nomination and appointment of a member to fill such member seat.

**Sec. 2.07.062 Authority**

- (a) The zoning board of adjustment may:
  - (1) Hear and decide an appeal that alleges error in an order, requirement, decision or determination made by an administrative official in the enforcement of this division or the zoning ordinance.
  - (2) Hear and decide special exceptions to the terms of the zoning ordinance when the ordinance requires the board to do so.



(3) Authorize in specific cases, and subject to appropriate conditions and safeguards, a variance from the terms of the zoning ordinance, if the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship, and so that the spirit of the regulation is observed and substantial justice is done.

(b) In exercising its authority under subsection (a), the board may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for the purpose of the board has the same authority as the administrative official.

(c) The concurring vote of **four six (6)** members of the board is necessary to:

(1) Reverse an order, requirement, decision, or determination of an administrative official;

(2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or

(3) Authorize a variation from the terms of the zoning ordinance.

#### **Sec. 2.07.063 Appeal to the board**

(a) Any of the following persons may appeal to the zoning board of adjustment a decision made by an administrative official:

(1) A person aggrieved by the decision; or

(2) Any officer, department, board, or bureau of the city affected by the decision.

(b) The appellant must file with the board and the official from whom the appeal is taken a notice of appeal specifying the grounds for the appeal. The appeal must be filed within ten (10) days from the decision of the administrative official. Within ten (10) days of receiving the notice, the official from whom the appeal is taken shall transmit to the board all the papers constituting the record of the action that is appealed.

(c) An appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the board or a court of record on application, after notice to the official, if due cause is shown.

(d) The board shall set a reasonable time for the appeal hearing and shall give public notice of the hearing and due notice to the parties in interest. A party may appear at the appeal hearing in person or by agent or attorney. The board shall decide the appeal within a reasonable time.

(e) Prior to the public hearing in which the zoning board of adjustment shall hear an appeal, the following actions shall be made by the board at a separate public hearing:

- (1) Designating of the parties in interest;
- (2) Setting of a reasonable time and date for the appeal hearing;
- (3) Giving of due notice of the appeal hearing to parties in interest;
- (4) Giving of public notice of the appeal hearing; and
- (5) Establishing of protocol for conducting the appeal hearing.

(f) The public hearing for any appeal shall follow the following procedural order except as may otherwise be directed by consensus of the board:

- (1) Identification of parties
- (2) Identification of documents constituting the record on appeal to the board
- (3) Identification and admission as evidence of pre-filed documents and any additional documents offered into evidence
- (4) Presentation by city staff
- (5) Presentations by identified parties in interest
- (6) Public comment
- (7) Rebuttals
- (8) Discussion and deliberation by board members
- (9) Motion and decision to affirm, modify, or reverse the decision of the administrative official, with supporting findings of fact applicable under the zoning ordinance

**Sec. 2.07.064 Judicial review of board decision**

(a) Any of the following persons may present to a court of record a verified petition stating that the decision of the zoning board of adjustment is illegal in whole or in part and specifying the grounds of the illegality:

- (1) A person aggrieved by a decision of the board;
- (2) A taxpayer; or
- (3) An officer, department, board, or bureau of the city.

(b) The petition must be presented within ten (10) days after the date the decision is filed in the board's office.

(c) On the presentation of the petition, the court may grant a writ of certiorari directed to the board to review the board's decision. The writ must indicate the time by which the board's return must be made and served on the petitioner's attorney, which must be after ten (10) days and may be extended by the court. Granting of the writ does not stay the proceedings on the decision under appeal, both [but] on application and after notice to the board, the court may grant a restraining order if due cause is shown.

(d) The board's return must be verified and must concisely state any pertinent and material facts that show the grounds of the decision under appeal. The board is not required to return the original documents on which the board acted but may return certified or sworn copies of the documents or parts of the documents as required by the writ.

(e) If at the hearing the court determines that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a referee to take evidence as directed. The referee shall report the evidence to the court with the referee's findings of fact and conclusions of law. The referee's report constitutes a part of the proceedings on which the court shall make its decision.

(f) The court may reverse or affirm, in whole or in part, or modify the decision that is appealed. Costs may not be assessed against the board unless the court determines that the board acted with gross negligence, in bad faith, or with malice in making its decision.

#### **Sec. 2.07.065 Fee**

(a) No application to the zoning board of adjustment shall be processed unless such application is accompanied with the appropriate processing fee as established by the city council.

(b) In the case of a second hearing, the fee, or a portion thereof, may be waived by the board.

(1959 Code, sec. 2-1-5; 1996 Code, sec. 2.3205)

#### **Sec. 2.07.066 Notification of property owners**

(a) The zoning board of adjustment shall mail notices of each hearing to the petitioner and to the owners of property lying within two hundred feet (200') of any point of the lot, or portion thereof, on which a variance or special exception is desired, and to all other persons deemed by the board to be affected thereby, such owners and persons being determined according to the current tax rolls of the Tom Green County tax appraisal district.

(b) Written notice of the public hearing shall be sent within not less than ten (10) days before any such hearing is held. Depositing such written notification in the mail shall be deemed sufficient compliance.

#### **Sec. 2.07.067 Second hearing**

(a) An appeal of a denial by the zoning board of adjustment shall not be allowed on the same piece of property prior to the expiration of six months from a ruling of the board, unless other property in the same zoned area shall have been, within such six (6) month period, altered or changed by a ruling of the zoning board of adjustment.

(b) Such circumstance shall permit the allowance of a second hearing but shall in no way have any force in law to compel the zoning board of adjustment, after a hearing, to grant the variance or special exception; such request shall be considered on its individual merits.

**Sec. 2.07.068 Time limitation on approved requests**

(a) Unless otherwise specified in the minute record of the zoning board of adjustment's action on a request, an application to commence construction of improvements that were the subject of the request must be applied for and approved within 12 months from the date of approval of that request; otherwise, the board's action on that request shall automatically become null and void. Permitted time frames do not change with successive owners.

(b) Upon written request, only one extension of the 12-month period may be granted by the planning director if it is determined that conditions of the site and immediately surrounding area are substantially changed.

**Secs. 2.07.069–2.07.090 Reserved**

**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE 2.7 “BOARDS, COMMITTEES AND COMMISSIONS,” DIVISION 3 “ZONING BOARD OF ADJUSTMENT,” SECTION 2.07.061 “ORGANIZATION AND PROCEDURE” BY RESTATING SUBPART (b); SECTION 2.07.062 “AUTHORITY” BY RESTATING SUBPART (c); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of San Angelo draws upon its citizens for their experience, knowledge and expertise to serve as volunteers on a number of boards and commissions; and,

WHEREAS, the City Council has determined that it is in the public’s interest to have adequate representation from all single member districts of the city in the overall appointment process and has adopted by resolution a uniform policy for appointment of City advisory boards and commissions by single member district; and,

WHEREAS, the City Council finds that an appointment process with respect to members of the Zoning Board of Adjustment similar to its uniform policy for the appointment of members of advisory boards and commissions would serve the best interest of the public:

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

Section 1. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Section 2.07.061 “Organization and procedure,” is amended by restating subpart (b) to read as follows:

- (b) Each case before the zoning board of adjustment must be heard by at least six (6) members.

Section 2. Chapter 2 “Administration,” Article 2.7 “Boards, Committees and Commissions,” Section 2.07.062 “Authority,” is amended by restating subpart (c) to read as follows:

- (c) The concurring vote of six (6) members of the board is necessary to:
  - (1) Reverse an order, requirement, decision, or determination of an administrative official;
  - (2) Decide in favor of any applicant on a matter on which the board is required to pass under the zoning ordinance; or
  - (3) Authorize a variation from the terms of the zoning ordinance;

Section 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided

that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases be declared unconstitutional; or invalid.

Section 4. This Ordinance shall become effective from and after its adoption as required by law.

INTRODUCED on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and finally PASSED,

APPROVED and ADOPTED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF SAN ANGELO

ATTEST:

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

BY: \_\_\_\_\_  
Dwain Morrison, Mayor

Approved as to form:

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Bryan Kendrick, City Clerk, Fire Marshal,

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Second reading and consider adopting an ordinance amending the San Angelo Code of Ordinances by amending Section 6.03.031 "Adoption And Amendments", deleting Section 6.03.063 " " and adding Article 6.05 "Open Burning" as well as amending Chapter 10 "Traffic Control" Section 10.04.008 "Fire Lanes" (R.Coleman)

## **Summary/History:**

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

## **Financial Impact:**

No financial impact should occur.

## **Other Information/Recommendation:**

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

## **Attachments:**

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

## **Presentation:**

Verbal by Ross Coleman

## **Approvals/Reviews:**

Kendrick, Bryan

Created/Initiated

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

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

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

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

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

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

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

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

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

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



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

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

CITY OF SAN ANGELO

ATTEST:

BY: \_\_\_\_\_  
Dwain Morrison, Mayor

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

**Approved as to form:**

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

## Exhibit "A"

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

### Sec. 6.03.031 Adoption and amendments

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

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

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

307.4 Location. The location for open burning shall not be less than 350 feet (106,680 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 350 feet (106,680 mm) of any structure.

#### EXCEPTIONS:

1. Fires in approved containers that are not less than 15 feet (4,572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7,620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

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

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

Section ~~503.1.2;3~~ entitled "~~Additional Access~~Marking." which shall ~~instead read as follows~~be amended by adding the following:

~~503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road in accordance with City Code of Ordinances, section 6.03.031 – appendix D107 of the International Fire Code.~~

Pavement markings for fire lanes shall be a six-inch red stripe with four inch white lettering stating "NO PARKING—FIRE LANE" to be marked at 15 foot intervals along the length of the striping.

Section 507.1 entitled “Required water supply,” which shall instead read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided as soon as city water service is extended to within two hundred feet (200') of the property upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Section 507.5.1 entitled “Where required,” which shall instead read as follows:

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

EXCEPTIONS:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with ~~section §~~903.3.1.1 or ~~section §~~903.3.1.2, the distance requirement shall be 600 feet (183 m).
3. For buildings or structures constructed in areas not developed with provision for city water service, installation of an approved fire hydrant system shall not be required until such time as city water service has been extended to within two hundred feet (200') of the property.

Section 903.2.8 entitled “Group R,” which shall instead read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with ~~[section]~~ 903.3 shall be provided throughout all buildings with a Group R fire area.

EXCEPTIONS:

1. For buildings within the Downtown ~~Development District~~Fire Safety Zone which are Type R or ~~aType R and B~~ mixed occupancy ~~which includes Type R~~ above the first floor:
  - a. ~~If~~If one to three stories in height:
    - i. ~~There~~There must be a 30minute fire barrier for each floor, and
    - ii. ~~There~~There must be a smoke detection system that is monitored.
  - b. ~~If~~If more than three stories in height, the structure must be sprinklered pursuant to the International Fire Code.

Appendix D, Section D104.3, entitled “Remoteness,” which shall instead read as follows:

D104.3 Remoteness. Where two access roads are required, and where it is physically impossible to be one half the diagonal dimension apart, the secondary access road will be approved if at least one of the following conditions are met:

1. The two separate fire apparatus access roads must be separated as far as physically and practically possible;
2. The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses; or
3. The fire code official has authorized a reduced remoteness dimension based on topography, floodplains, intervening structures, properties, or other unusual or unique circumstance.

The two separate entrances are allowed to share a common path of travel on the complex site so long as blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. Each of the two separate fire apparatus roads shall meet the requirements of the ~~2009~~2015 IFC, section 503, Fire Apparatus Access Roads.

~~While dead-end streets are temporary, all phased development must accommodate for fire protection needs. All phased development must provide for the requirements for dead-end fire apparatus access roads to include cul-de-sac's, "Y's," minimum clearance around a fire hydrant, hammerheads, and acceptable alternatives to hammerheads as noted in table D103.4 and figure 103.1 of the International Fire Code when expanding beyond the dwelling units permitted herein.~~

Appendix D, Section D107.1, entitled "One- or two-family dwelling residential developments" which shall instead read as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 75 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of section D104.3, as modified herein.

EXCEPTIONS:

1. Where there are more than ~~30~~ 75 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall ~~not~~be increased ~~from 76~~ to 165 in the event fire apparatus access roads will connect with future development, as shown on an approved preliminary plat, an approved final plat, the City's Master Thoroughfare Plan, or as determined by the fire code official.

3. The number of dwelling units may be increased from 166 to 275 in the event an Unimproved Secondary Access as defined herein as a 20-foot wide temporary fire lane with no less than 4 inches of compacted limestone, caliche or approved engineered based materials which can be removed upon completion of the project or covered with the proper permanent materials, in addition to the single fire apparatus access road.
4. The number of dwelling units may exceed 275 in the event two separate and approved fire apparatus access roads are provided. An approved fire apparatus access road is one with an improved surface covered with proper permanent materials.
5. Upon application, the director of development services (director) may grant relief from the requirements of the ordinance from which this section derives for any development project initiated on or before the date of the adoption of the ordinance from which this section derives. The decision of the director of development services shall be final.

Appendix M, entitled “High-Rise Buildings-Retroactive Automatic Sprinkler Requirement,” which shall have the following language added at the beginning:

The provisions of Appendix M for retroactive requirements shall only be required as buildings are occupied. The fire code official may work with the building owner or operator on a phased approach to meet this requirement.

## **Exhibit “B”**

Amend Chapter 6, “Fire and Rescue” by adding Article 6.05 “Open Burning” as follows:

### **ARTICLE 6.05 OPEN BURNING**

In addition to the section adopted by the City in the 2015 International Fire Code, Section 307 entitled “Open Burning, Recreational Fires and Portable Outdoor Fireplaces,” the following shall also apply:

#### **Sec. 6.05.001 Open Burning**

Open burning shall mean the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include grills used for cooking, road flare, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces such as outdoor conversation fire pits and outdoor fireplaces.

#### **Sec. 6.05.002 Recreational Fires**

Recreational fires shall mean an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

#### **Sec. 6.05.003 Fuel Sources**

The use of propane as a controlled method for outdoor cooking is recommended, but charcoal and wood burning cooking is permitted.

#### **Sec. 6.05.004 Burning of Building Materials Prohibited**

The burning of construction materials is strictly prohibited in the City of San Angelo as well as the State of Texas, and is in violation of the rules adopted by the Texas Commission on Environmental Quality (TCEQ), Subchapter B, Section 111.219(7), under general requirements. Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned. The only exception is for firefighter training.

#### **Sec. 6.05.005 Ground Fires**

Ground fires are prohibited and are considered open burning.

## Exhibit “C”

Amend Chapter 10 “Traffic Control”, Article 10.04 “Stopping, Standing and Parking”, Division 1 “Generally”, Section 10.04.008 “Fire Lanes” as follows:

### **Sec. 10.04.008      Fire Lanes**

#### (a) Definitions.

Authorized emergency vehicle. Shall be defined as set out in [section 10.01.001](#).

Fire lane. Any off-street area appurtenant to entrances or exits of a building or buildings deemed necessary by the fire marshal, or his appointed representative, to remain free and clear of parked and standing vehicles, for access to such buildings in case of fire or other emergency, and designated by the fire marshal, or his representative, as such, and may, in the discretion of the fire marshal, or his representative, include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near the entrances or exits of any building, or any fire plug.

Park or parking. When prohibited, means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

#### (b) Parking and standing in fire lane unlawful.

(1) No person shall park, stand, or allow, permit or cause to be parked or standing any attended or unattended motor vehicle, trailer, boat or similar obstruction within or upon an area designated as a fire lane ~~and marked with an appropriate sign~~. Provided, however, this shall not be construed to forbid the parking or standing of an authorized emergency vehicle within said fire lane.

(2) The records of the state highway department or the county license department showing the name of the person to whom the auto vehicle license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named person. Evidence of ownership of a vehicle parked in a fire lane shall give rise to a rebuttable presumption that said registered owner parked said vehicle in the fire lane.



# City Council

December 15, 2015





# Adoption of 2015 International Fire Code

- Committee formed to discuss significant changes
- Committee met September 2 and September 23 to discuss items
- Members of committee from the following companies:  
Automatic Fire Protection, S.A.I.S.D., Ener-Tel, SKG Engineering, Kinney-Franke Architects, Psi Power Systems Inc., CSG Electric, Shannon Hospital, S.A.F.D., COSA Engineering, COSA Fire Marshal's office, Logan Construction, COSA Permits & Inspections, Sierra Vista Construction Inc.



# Adoption of 2015 International Fire Code

- Appendix M – High Rise Buildings – Retroactive Automatic Sprinkler Requirement
  - requires installation of automatic sprinkler systems only as buildings are occupied and as conditions require



# Adoption of 2015 International Fire Code

- **Sec. 6.03.031 Adoption and amendments**
- The following code, as published by the National Fire ~~Prevention~~Protection Association, is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:
- International Fire Code, ~~2009~~2015 edition in its entirety, save and except sections 903.3.1.3, 907.2.9, 1024 and appendices A, B, C, E, F, G, H, J, K and L, and save and except:



# Adoption of 2015 International Fire Code

- Section 503.1.2,3 entitled “Marking,” which shall be amended by adding the following:
- Pavement markings for fire lanes shall be a six-inch red stripe with four inch white lettering stating “NO PARKING—FIRE LANE” to be marked at 15 foot intervals along the length of the striping.



# Adoption of 2015 International Fire Code

- ~~Sec. 6.03.063 Sign requirements~~
- ~~Upon the designation of a fire lane pursuant to this article, the fire marshal or his representative shall give notice of such designation to the owner of such property, directing the owner to cause signs to be posted at the expense of the owner at both ends of the fire lane and in conspicuous places along the rest of the fire lane. Where determined appropriate by the fire marshal or his designee, curb markings and pavement markings may be used in addition to or in lieu of signs. The signs, pavement and curb markings shall state: "FIRE LANE NO PARKING." They may also state: "TOW ZONE," or contain the international "No Parking - Tow Away" symbol. Such signs or markings shall be of standard size and color, of standard lettering and mounting, conforming to specifications established by the department of traffic control of the city.~~





# Adoption of 2015 International Fire Code

- EXCEPTIONS:
- 1. Where there are more than ~~30~~ **75** dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.



# Adoption of 2015 International Fire Code

- 2. The number of dwelling units on a single fire apparatus access road shall ~~not be~~ increased from 76 to 165 in the event fire apparatus access roads will connect with future development, as shown on an approved preliminary plat, an approved final plat, the City's Master Thoroughfare Plan, or as determined by the fire code official.
- 3. The number of dwelling units may be increased from 166 to 275 in the event an Unimproved Secondary Access as defined herein as a 20-foot wide temporary fire lane with no less than 4 inches of compacted limestone, caliche or approved engineered based materials which can be removed upon completion of the project or covered with the proper permanent materials, in addition to the single fire apparatus access road.



# Adoption of 2015 International Fire Code

- 4. The number of dwelling units may exceed 275 in the event two separate and approved fire apparatus access roads are provided. An approved fire apparatus access road is one with an improved surface covered with proper permanent materials.





# Article 6.05 Open Burning

- In addition to the section adopted by the City in the 2015 International Fire Code, Section 307 entitled “Open Burning, Recreational Fires and Portable Outdoor Fireplaces,” the following shall also apply:
- **Sec. 6.05.001**      **Open Burning**
- Open burning shall mean the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include grills used for cooking, road flare, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces such as outdoor conversation fire pits and outdoor fireplaces.



# Article 6.05 Open Burning

- **Sec. 6.05.002**      **Recreational Fires**
- Recreational fires shall mean an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.



# Article 6.05 Open Burning

- Sec. 6.05.003      Fuel Sources
- The use of propane as a controlled method for outdoor cooking is recommended, but charcoal and wood burning cooking is permitted.



# Article 6.05 Open Burning

- **Sec. 6.05.004**      **Burning of Building Materials Prohibited**
- The burning of construction materials is strictly prohibited in the City of San Angelo as well as the State of Texas, and is in violation of the rules adopted by the Texas Commission on Environmental Quality (TCEQ), Subchapter B, Section 111.219(7), under general requirements. Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned. The only exception is for firefighter training.
- **Sec. 6.05.005**      **Ground Fires**
- Ground fires are prohibited and are considered open burning.



## Sec. 10.04.008 Fire Lanes

- (b) Parking and standing in fire lane unlawful.
- (1) No person shall park, stand, or allow, permit or cause to be parked or standing any attended or unattended motor vehicle, trailer, boat or similar obstruction within or upon an area designated as a fire ~~lane and marked with an appropriate sign.~~ Provided, however, this shall not be construed to forbid the parking or standing of an authorized emergency vehicle within said fire lane.







# City Council

December 15, 2015



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Bryan Kendrick, City Clerk, Police,

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Second reading and consider adopting an ordinance amending chapter 10 "Traffic Control", Article 10.03 "Operation of Motor Vehicles" of the Code of Ordinance of the City of San Angelo, Texas by adding Division 6 " Use of wireless communication devices"; Providing for a penalty; providing for severability, and providing an effective date (J.Fant)

## **Summary/History:**

On January 20th 2015, this item was discussed at City Council. Initially the direction was to move forward then it was determined to wait and see if the Texas Legislature addressed this item during its upcoming session.

On October 6, 2015, Council Member Fleming asked for this item to be discussed again due to it not being addressed by the Texas Legislature.

On October 20, 2015 staff was directed to move forward with an ordinance on this item.

## **Financial Impact:**

There will be no financial impact to the City of San Angelo.

## **Other Information/Recommendation:**

## **Attachments:**

1. Ordinance 16-063 Enacting Ordinance texting and driving.docx
2. Exhibit A Exhibit A Texting and Driving Ordinance.docx

## **Presentation:**

No

## **Approvals/Reviews:**

Kendrick, Bryan

Created/Initiated

**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS,  
AMENDING CHAPTER 10 “TRAFFIC CONTL”, ARTICLE 10.03  
“OPERATION OF MOTOR VEHICLES” OF THE CODE OF  
ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY ADDING  
DIVISON 6 “USE OF WIRELESS COMMUNICATION DEVICES”;  
PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY,  
AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council find that driving a motor vehicle is a visual task and a driver who uses a wireless communications device to view, send, or compose an electronic message, or engage in application software is interfering with the ability to drive safely; and

**WHEREAS**, according to research by the United States Department of Transportation, sending or receiving a text message while driving creates a crash risk 23 time higher than driving while not texting; and

**WHEREAS**, preventing distracting driving promotes the public health, safety, and welfare of the citizens of San Angelo, Texas.

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

**SECTION 1.** THAT Chapter 10 “Traffic Control”, Article 10.03 “Operation of Motor Vehicles” is hereby amended as set out in Exhibit “A”.

**SECTION 2.** THAT any person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

**SECTION 3.** THAT the terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.



**SECTION 4.** THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the 15th day of December, 2015 and finally PASSED, APPROVED AND ADOPTED on this the 5<sup>th</sup> day of January, 2016.

THE CITY OF SAN ANGELO

ATTEST:

\_\_\_\_\_  
Dwain Morrison, Mayor

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

APPROVED AS TO FORM

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

## **Exhibit “A”**

**Amend Chapter 10 “Traffic Control”, Article 10.03 “Operation of Motor Vehicles” by adding the following:**

### **DIVISION 6. Use of Wireless Communication Devices.**

#### **Sec. 10.03.122. Definitions.**

As used in this Division:

- (1) *Application software* means an electronic program, or set of electronic programs, designed to permit a person to perform a function, task, or activity.
- (2) *Authorized Emergency Personnel* means a person who is a law enforcement officer, firefighter, member of a governmental emergency services function, or a member of a governmental emergency management function.
- (3) *Electronic message* means a text-based, symbol-based, or photograph based communication that is composed on, transmitted by, or received by a wireless communication device.
- (4) *Hands-free device* means speaker-phone capability, or a telephone attachment, or another function or other piece of equipment, regardless of whether permanently installed in or on a wireless communication device or in a motor vehicle, that allows the use of the wireless communication device without use of either the operator’s hands, except to activate or deactivate a function of the wireless communication device or hands-free device.
- (5) *Wireless communication device* has the meaning assigned in Section 545.425 of the Texas Transportation Code, as amended, as well as an electronic messaging device that is designed to receive and transmit voice communication, text or pictorial communication, or both, whether by internet or other electronic means, including but not limited to a mobile telephone, a tablet computer, a laptop computer, and a personal digital assistant (PDA).

#### **Sec. 10.03.123. Violation.**

A driver of a motor vehicle, other than authorized emergency personnel using authorized equipment and acting within the scope of his or her official capacity, shall not use a wireless communication device to view, send, or compose an electronic message, or engage other application software while operating a motor vehicle on a public roadway.

#### **Sec. 10.03.124. Defenses.**

It is an affirmative defense to prosecution of an offense under this Division that the wireless communications device was used:

- (1) while the vehicle was completely stopped at a location other than in a traffic lane on a public roadway;
- (2) strictly to engage in a telephone conversation, including dialing or deactivating the call;
- (3) solely as a global positioning or navigation system;
- (4) to contact police, fire, or emergency medical personnel in order to report a traffic accident, medical emergency, serious traffic hazard, or crime in progress, or to prevent a crime that the driver reasonably believed was about to be committed;
- (5) with the reasonable belief that a person’s life or safety was in immediate danger;

(6) in conjunction with voice-operated technology, a push-to-talk function, or a hands-free device.

**Sec. 10.03.125. Possession of Device.**

A peace officer who stops a motor vehicle for an alleged violation of this Division may not take possession of or otherwise inspect a portable wireless communication device in the possession of the operator unless authorized by the Texas Code of Criminal Procedure, the Texas Penal Code, or other law.

**Sec. 10.03.126. Conflicts.**

To the extent that this Division conflicts with any provision of the Texas Transportation Code regarding the use of wireless communication devices or hand-held mobile telephones, this Division does not apply.

**Sec. 10.03.127. Culpable Mental State.**

Evidence of a culpable mental state is not required to prove a criminal offense under this Division. It is hereby declared that, for an offense under this Division, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

**Sec. 10.03.128. Penalty.**

A person who violates a provision of this Division shall be guilty of a misdemeanor and fined in a sum not to exceed \$500.00.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Bryan Kendrick, City Clerk, Planning and Development Services,

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

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

## **Summary/History:**

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

## **Financial Impact:**

None

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                                 |                                                         |
|----|-------------------------------------------------|---------------------------------------------------------|
| 1. | 2015 Building Code Adoption Ordinance (Revised) | 2015 Building Code Adoption Ordinance (Revised).docx    |
| 2. | 2015 Code Adoption Memo                         | INSP 2015 Code Adoption Memo.docx                       |
| 3. | 2012 Significant Changes                        | 2012 International Building Code Summary of Changes.pdf |
| 4. | 2015 Significant Changes                        | 2015 International Building Code Summary of Changes.pdf |
| 5. | Presentation                                    | 2015 Code Adoption Presentation updated 120815.pptx     |

## **Presentation:**

## **Approvals/Reviews:**

Kendrick, Bryan

Created/Initiated

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY AMENDING CHAPTER 4, ARTICLE 4.04, TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE AND; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council for the City of San Angelo recognizes that minimum requirements must be established to safeguard the public, safety and general welfare of the community through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations; and,

**WHEREAS**, the City Council finds that the International Code Council and the NFPA have published multiple model codes that suggest guidelines and rules regarding protection of the health, safety and general welfare of the public for the built environment; and,

**WHEREAS**, the City Council has given due and diligent thought to these concerns and believes it is in the best interest of the City of San Angelo and its citizens to provide for adoption of Codes;

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

Section 1) THAT, Chapter 4, Article 4.04, Sec. 4.04.061 of the Code of Ordinances of the City of San Angelo, Texas is hereby amended to read as follows:

**“Sec. 4.04.061 Adoption and amendments**

The following code, as published by the International Code Council, Inc., is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:

International Building Code, 2015 edition, in its entirety, save and except chapters 13, 27, 28, 29, and 32, and appendices A, B, D, E, H, I, J, and section 101.4.4, and save and except:

Section 105.3.2, entitled “Existing building inspections,” which shall be added and read as follows:

105.3.2 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. The building official shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued, except that eligible work done on building, electrical, gas, mechanical, or plumbing systems by persons participating in a permit voucher program authorized by the city council may be inspected on a random basis in accordance with the requirements of the authorized program. The building official shall make a record of every such examination and inspection and of all violations of the technical codes.”

Section 1612.3, entitled “Establishment of flood hazard areas,” which shall instead read as follows:

“1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard

map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for San Angelo, Texas" dated June 19, 2012, as amended or revised, with the accompanying flood insurance rate map (FIRM) and flood boundary and floodway map (FBFM) and related supporting data, along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

Section 2) THAT, the following severability clause is adopted with this amendment:

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

Section 3) THAT, this Ordinance shall be effective on, from and after the date of adoption and publication as required by law.

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

**THE CITY OF SAN ANGELO**

**ATTEST:**

---

Dwain Morrison, Mayor

---

Bryan Kendrick, City Clerk

**APPROVED AS TO FORM**

---

Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Alfonso Torres, Planning and Development Services, 657-4210, ext 1381

Meeting Date: November 12, 2015

Item type: Regular

---

## **Caption:**

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

## **Summary/History:**

Every three years the International Code Council and the National Fire Protection Institute issue a new suggested Building Codes Model. After reviewing the last two issued model codes, the attached Ordinance amendment is presented by the Building Official for adoption by the City of San Angelo. Currently the City of San Angelo has adopted most of the 2009 International Code Council family of building codes. One exception is the 2008 Electrical Code, for which the City of San Angelo has adopted the 2008 National Electrical Code. The Building Official, along with committees comprised of Trade Professionals and public input has reviewed the proposed codes and is recommending that the 2015 International Building Code with amendments shown be adopted. The Building Official will bring recommendations on the remainder of the codes in the coming months.

## **Financial Impact:**

No financial impacts to the City of San Angelo.

## **Other Information/Recommendation:**

Staff recommends that the City of San Angelo adopt the 2015 International Building Code; by amending/adopting Chapter 4, Article 4.04, Section 4.04.061.

## **Attachments:**

Amendments to Chapter 4, Article 4.04, Section 4.04.061

## **Related Vision Item:**

N/A

## **Presentation:**

Power Point

## **Approvals/Reviews:**

Reviewed by Jon James, Director of Planning and Development Services

## 2012 International Building Code Summary of Changes

### Chapters 1 and 2 Administration

102.4 The hierarchy between the IBC and its referenced standards has been further described to clarify the extent of a referenced standard's application. CLARIFICATION

104.10.1 Mandatory conditions regarding the evaluation of modifications to flood-resistant construction provisions are now specifically identified and the building official has been given the authority to make such decisions. CLARIFICATION

105.2, #B2 The allowances for fences to be exempt from permit requirements based on height was revised in a manner that maintains the spirit of the provision while at the same time allowing for minor variances that may exceed the previously-established fence height limit of 6 feet. RELAXATION

202 Definitions: For consistency and usability purposes, all definitions of terms specifically defined in the IBC have now been moved to a single location in Chapter 2. DEFINITION

### Chapters 3 through 6 – Building Planning

303.1.3 The allowance for a Group E classification of accessory assembly spaces in school buildings has been clarified so as to not confuse the provision with the mixed-occupancies requirements dealing with accessory occupancies as regulated by Section 508.2. CLARIFICATION

303.3 The classification of a casino gaming floor is now specifically identified as a Group A-2 occupancy. DEFINITION

303.3, 306.2 The appropriate occupancy classification of a commercial kitchen has been clarified based upon the kitchen's relationship, or lack of a relationship, to dining facilities. CLARIFICATION

Table 307.1 (1), Section 307.4: In the determination of occupancy classification for a facility where combustible dusts are anticipated, a technical report and opinion must now be provided to the building official that provides all necessary information for a qualified decision as to the potential combustible dusts hazard. ADDITION

308.2, 202: A number of new definitions related to care facilities have been added and some existing definitions have been revised to provide clarity and consistency in application. DEFINITION

308.4: A Group I-2 occupancy classification is now only applicable to those medical facilities where six or more individuals incapable of self-preservation are receiving care. RELAXATION

310.6: The allowance for constructing Group R-4 supervised residential facilities under the International Residential Code has been eliminated. ADDITION

402: A variety of changes have now been made to clarify the open mall building provisions that were originally developed for covered mall conditions. CLARIFICATION



403.6.1: The minimum number of fire service access elevators required in applicable high-rise buildings has been increased from one to two where multiple elevators are provided in the building. **ADDITION**

406.4: Those parking structures that fall outside of the scope of Section 406.3 regulating private parking garages are now identified as public parking garages. **CLARIFICATION**

406.5.2.1: A clear horizontal space, whose minimum distance is based on the depth of the open parking garage's exterior wall openings, must now be provided adjacent to any such openings located below grade. **ADDITION**

406.5.5: In the determination of permitted area and height increases for open parking garages, the method for determining the amount of openings required to receive such increases has been modified to allow for consistent application. **CLARIFICATION**

410.6.3, 202: Outdated terminology, such as fly galleries, gridirons, and pinrails, has been replaced by the general and comprehensive term "technical production area," and the special means of egress provisions for such areas have all been relocated to Section 410. **DEFINITION**

412.4.6.2: Spaces ancillary to the aircraft servicing and storage areas of an aircraft hangar need no longer be included in the fire area size when determining fire suppression requirements. **RELAXATION**

414.5: The scoping provisions regarding the inside storage, dispensing, and use of hazardous materials have been revised to provide consistency with those of the International Fire Code. **REFERENCE**

419, 202: The means of egress and plumbing facilities requirements for the nonresidential portion of a live/work unit are now regulated based upon the specific function of the nonresidential space rather than those of a Group R-2 occupancy. **CLARIFICATION**

422: In a multi-tenant or mixed occupancy building where there are uses present other than an ambulatory care facility, a fire partition is now required between the care facility and those nonrelated spaces where the ambulatory care facility is intended to have at least four care recipients incapable of self-preservation at any one time. **ADDITION**

424: The regulations for children's play structures, previously limited in application only to covered mall buildings, are now applicable where such structures are located within any building regulated by the IBC, regardless of occupancy classification. **ADDITION**

501.2: The fire code official can now require that address numbers be posted in multiple locations if necessary to facilitate emergency response. **ADDITION**

505.2.2: The specific provisions for mezzanine means of egress have been deleted and replaced with a general reference to Chapter 10. **RELAXATION**

506.2: The method of calculating the appropriate allowable area increase for buildings fronting on public ways and/or open space has been clarified. **CLARIFICATION**

507.1: The allowance for occupancy groups not specifically scoped under the unlimited area building provisions of Section 507 to be located in such buildings under the accessory occupancies provisions of Section 508.2 is now contained within the code text. CLARIFICATION

507.1: In the determination of the required open space width for unlimited area building compliance, information has been added to clarify the measurement method to allow for consistent application. CLARIFICATION

507.8: The limitations placed on Group H occupancies permitted in unlimited area buildings have been clarified and reformatted to aid in their consistent application. CLARIFICATION

509: The concept of incidental uses has been clarified by eliminating the previous relationship with the mixed-occupancy provisions. CLARIFICATION

509: An automatic sprinkler system is now the only fire-extinguishing system specifically permitted as a means of providing any fire protection required for incidental use rooms and areas. CLARIFICATION

Table 509: The list of incidental uses now includes waste and linen collection rooms in Group B ambulatory care facilities and such rooms must be separated from the remainder of the building by minimum 1 hour fire-resistance-rated fire barriers and/or horizontal assemblies. ADDITION

Table 602, Note h: Nonbearing exterior walls that are permitted to have unlimited unprotected opening based on Table 705.8 are no longer required to have a fire-resistance rating due to fire separation distance. RELAXATION

#### Chapters 7 through 9 – Fire Protection

701.2: Where a single fire assembly serves multiple purposes, such as a wall being utilized as both a fire barrier and a fire partition, it has been clarified that all of the applicable requirements for both types of fire separation walls must be met. CLARIFICATION

703.4: Specific language has been added to clarify that a fire suppression system is not permitted to be included as part of a tested building element, component, or assembly in order to establish the fire-resistance rating. CLARIFICATION

703.7: The size and location of identifying markings required on vertical fire assemblies in accessible above-ceiling spaces have been modified to increase the potential for such markings to be seen. ADDITION

704.11: In buildings required to be fire-resistance-rated, the permitted span of a lintel, shelf angle, or plate whose bottom flange has no fire protection has been increased slightly to accommodate an opening containing a pair of 3-foot doors. RELAXATION

705.2: The permitted extent of projections beyond exterior walls is now regulated in a straightforward manner that establishes a minimum clear distance that is required between the leading edge of the projection and the line used to establish the fire separation distance. CLARIFICATION

705.2.3: The threshold at which combustible projections must be protected for fire exposure has been modified to include projections with greater fire separation distances than previously regulated.

ADDITION

705.3: Projections extending beyond opposing exterior walls of two buildings on the same lot must now comply with the projection provisions of Section 705.2 based upon the location of the projections in relation to the assumed imaginary line placed between the buildings. ADDITION

706.2: In order to satisfy the intended objective of structural stability, the use of a double fire wall complying with NFPA 221 is now permitted as an alternative to a single fire wall. RELAXATION

706.6, 706.6.2: In the application of the minimum parapet height requirement for fire walls, provisions have been added to address conditions where a sloped roof occurs on one or both sides of the fire wall parapet. CLARIFICATION

707.8, 707.9: The void at the intersection between a fire barrier and a nonfire-resistance rated roof assembly now need only be protected with an approved material rather than a fire-resistant joint system. RELAXATION

709.4: Smoke barrier walls used for elevator lobbies and areas of refuge are no longer required to extend from outside wall to outside wall. RELAXATION

712: A significant reformatting in Chapter 7 now places the emphasis on the presence of vertical openings rather than on shaft enclosures, recognizing that the use of shaft enclosures is just one of many acceptable protective measures that can be utilized to address the hazards related to vertical openings. RELAXATION

713.13: The specific IBC requirements addressing refuse and laundry chutes are no longer applicable in Group I-2 occupancies, because chutes in such institutional occupancies are now regulated by Chapter 5 of NFPA 82, *Standard on Incinerators and Waste and Linen Handling Systems and Equipment*.  
REFERENCE

713.13.4: The level of fire protection required for a refuse or laundry chute termination room has been modified to provide consistency with those requirements mandated for the shaft that encloses the chutes. CLARIFICATION

713.14.1: Elevator hoistways in a high-rise building that serve more than three stories but do not serve any stories located more than 75 feet above the lowest level of fire department access no longer require elevator lobby protection. RELAXATION

714.4.1.1.2: An approved through-penetration firestop system used to protect floor penetrations of horizontal assemblies due to the presence of floor, tub, and shower drains is no longer required to have a T rating. RELAXATION

714.4.1.2: The ceiling membrane of a 1-hour or 2-hour fire-resistance-rated floor/ceiling or roof/ceiling assembly is now permitted to be interrupted by a double wood top oplate of a fire-resistance-rated wall. RELAXATION

714.5, 715.6, 202: An “L” rating identifying the air leakage rate—newly defined in Chapter 2 – is now mandated for penetration firestop systems and fire-resistant joint systems that are utilized in smoke barrier construction. **ADDITION**

715.4: The use of ASTM E 119 test criteria is now recognized as an acceptable evaluation method for addressing voids at the intersection of fire-resistance-rated floor assemblies and exterior curtain wall assemblies, but only for those curtain wall assemblies where the vision glass extends down to the finished floor level. **RELAXATION**

716.3, 202: Table 716.3 has been added to define and relate the various test standards for fire-rated glazing, now defined in Chapter 2, to the designations used to mark such glazing. **DEFINITION**

Table 716.5: The information previously available in Table 715.4 addressing the minimum required fire-protection ratings of fire door and fire shutter assemblies has been extensively expanded to also include the maximum size and marking requirements for door vision panels and the minimum assembly rating and glazing marking requirements for sidelights and transoms. **CLARIFICATION**

716.5.5.1: The allowance for glazing in fire door assemblies in interior stairways and ramps and exit passageways has been revised in regard to the maximum permitted size of the glazing and the limitations where the building is fully sprinklered. **RELAXATION**

Table 716.6: In addition to fire window assembly fire protection ratings, Table 716.6 now identifies the markings required on the fire-rated glazing for acceptance in specified applications. **CLARIFICATION**

716.6.4: The allowance for the use of wired glass without compliance with the appropriate test standards has been deleted. **ADDITION**

717.5.4: The omission of fire dampers in fire partitions is now permitted under the same criteria that have been previously established for fire barriers. **RELAXATION**

718.2.6: In combustible construction, the installation of fireblocking within concealed spaces of exterior wall coverings is no longer required where the wall covering is tested and installed in conformance with NFPA 285. **RELAXATION**

803.12: Polypropylene plastics used as interior finishes must now be tested using the room corner burn test versus the typical Steiner tunnel test, because the room corner test gives a more accurate evaluation of the flame spread hazards for this type of plastic. **ADDITION**

804.4: Where fibrous floor finishes are used, it has been clarified that rooms or spaces that are not separated from the corridor by full-height walls must meet the same requirements as the corridor regarding floor finish material. **CLARIFICATION**

901.8: Where provided, rooms housing fire protection systems must be adequately sized to facilitate maintenance. **ADDITION**

903.2.2: Automatic sprinkler requirements for Group B ambulatory care facilities are now regulated on a floor-by-floor basis. **RELAXATION**

903.2.4, 903.2.7, 903.2.9: Automatic sprinkler systems are now required in occupancies where upholstered furniture or mattresses are manufactured, stored, or displayed. **ADDITION**

903.2.11.1.3: Basements provided with walls, partitions, or fixtures that can obstruct water from hose streams now require automatic sprinkler protection. **ADDITION**

903.2.11.2: Automatic sprinkler protection requirements for rubbish and linen chutes have been clarified for consistency of application. **CLARIFICATION**

903.3.5.2: Secondary water supplies must now be designed to operate automatically. **ADDITION**

904.3.2: When two or more alternative automatic fire extinguishing systems are required to protect a hazard, all of the systems must now be designed to simultaneously operate. **CLARIFICATION**

905.4: Requirements for roof hose connections on Class I standpipes have been clarified. **CLARIFICATION**

906.1: Portable fire extinguishers are no longer required in many public and common areas of Group R-2 occupancies provided a complying extinguisher is provided within each individual dwelling unit. **RELAXATION**

907.2.1: Requirements for a fire alarm system in a building housing two or more Group A occupancies are now based on whether or not the occupancies are in separate fire areas. **RELAXATION**

907.2.1.2: Mass notification fire alarm signals in large stadiums, arenas, and grandstands now require captioned messages. **ADDITION**

907.2.3: An emergency voice/alarm communications system is now required in Group E occupancies with an occupant load of 30 or more. **ADDITION**

907.2.9.3: A smoke detection system, tied into the occupant notification system, is now required in certain public and common spaces of Group R-2 college and university buildings, and the required smoke alarms within individual dwelling and sleeping units must be interconnected with the building's fire alarm and detection system. **ADDITION**

907.2.11.3: The smoke alarm interconnection requirements are now applicable to Group I-1 occupancies and include allowances for use of wireless alarms. **ADDITION**

908.7: In new and existing buildings, carbon monoxide (CO) alarms are now required in Group R and I occupancies with fuel-burning appliances or attached garages. **ADDITION**

## Chapter 10 – Means of Egress

1001.4: A reference is now provided to the IFC provisions addressing emergency planning, procedures, and training programs in order to have consistent requirements for the development of evacuation plans. **REFERENCE**

1004.1.2, Table 1004.1.2: An occupant load factor for museums and exhibit galleries has been established at 30 square feet per occupant. DEFINITION

1005: Reduced exit width factors have been established for sprinklered buildings provided with an emergency voice/alarm communication system, and the exit width/capacity requirements are now presented in a more logical and organized layout. RELAXATION

1007: Exterior areas for assisted rescue can now be provided on stories above the level of exit discharge. In addition, open interior exit access stairways are now recognized as accessible means of egress components. RELAXATION

1008.1.2: The occupant load used to determine the door swing requirement is not to be based on an assigned or distributed occupant load, but on the entire occupant load of the space served by the door. CLARIFICATION

1008.1.9.9: Electromagnetically locked egress doors may now be used at locations that require panic hardware provided the operation of the hardware releases the magnetic lock by interrupting the power to the electromagnet. RELAXATION

1009, 1010, 202: Revisions have been made throughout the code to coordinate the provisions for unenclosed interior stairways and ramps that can be used as a portion of the means of egress. CLARIFICATION

1009.1: Section 1009.1 has been clarified to apply to any stairway serving occupied portions of a building, including “convenience” stairways that are not a portion of a required means of egress or required means of egress stairways. CLARIFICATION

1011.2: Where general-use exit signs are required in Group R-1 occupancies, low-level exit signs must also be provided in the means of egress serving the guest rooms. ADDITION

1012.2: Transition pieces of a continuous handrail are now permitted to exceed the maximum permitted handrail height. RELAXATION

1012.3.1, 1012.8: A minimum cross-section dimension has now been established for the graspability of noncircular Type I handrails. CLARIFICATION

1013.1, 1013.8: The guard requirements for operable windows having a sill height more than 72 inches above the finished grade have been relocated from Chapter 14 to the general guard provisions of Chapter 10 and the minimum window sill height at which a guard is not required has been increased from 24 inches to 36 inches. ADDITION

1013.3: The minimum required height for guards in Group R-3 occupancies and within individual Group R-2 dwelling units has been decreased from 42 inches to 36 inches. RELAXATION

1021.2: Exits are now permitted to be arranged where they serve a portion of a story instead of requiring that all of the required exits from the story be accessible to all of the occupants. RELAXATION

1021.2.1: A ratio equation is now to be used to determine if a single exit is allowed to serve the combined occupant load from different occupancies. **RELAXATION**

1021.2.3, Table 1021.2 (1): A new section clarifies when a single exit is permitted within or from an individual dwelling unit. Changes to Section 1021.2 and the tables will also provide a second option for compliance. **CLARIFICATION**

1022.5: Penetrations of the outside membrane of a fire barrier utilized to enclose an interior exit stair or ramp are now permitted provided the penetration is properly protected. **RELAXATION**

1028.1.1.1: Spaces beneath grandstands and bleachers are now required to be adequately separated to protect the assembly seating area from any potential hazards. **ADDITION**

## Chapter 11 – Accessibility

1104.3.1: Where an employee work area is less than 1000 square feet in floor area, the common use circulation path need not meet the accessible route requirements. **RELAXATION**

1107.6.1: A reduced number or percentage of the facilities in Accessible units are now required to be accessible. **RELAXATION**

1108.2.7.3: The captioning of audible public announcements is now only required for assembly spaces having a public address system and 15,000 or more seats. **RELAXATION**

1109.2, 1109.5: Toilet facilities and drinking fountains that are “primarily for children’s use” may now be installed at a lower height than generally permitted for accessible elements and considered as the required accessible elements. **RELAXATION**

1109.6: Saunas and steam rooms are now specifically identified as features and facilities that must be accessible. **ADDITION**

1110.4: Variable message signs in transportation facilities and emergency shelters are now required to comply with the provisions of the A117.1-2009 standard. **ADDITION**

## Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1203.1: The option of natural ventilation rather than mechanical ventilation is now unavailable when a dwelling unit is tested using a blower door test and it is determined that an adequate number of air changes are not provided. **ADDITION**

1203.2: The minimum required ventilation area for attics has been clarified and exceptions are now provided that either allow a reduction in the vent area or eliminate the requirement completely. **RELAXATION**

1208.3: The minimum floor area requirement of 50 square feet for kitchens has been deleted. **RELAXATION**

1210: The water closet compartment and urinal partition requirements have been relocated from Chapter 29 to Section 1210. REFERENCE

1403.5: A flame-spread test of the wall assembly is now required where combustible water-resistive barriers are used in the exterior walls of Type I, II, III, and IV buildings that are greater than 40 feet in height. ADDITION

1404.12, 1405.18, 202: In order to address the hazards created by polypropylene siding, such materials are now regulated for flame-spread, testing requirements and fire-separation distance. ADDITION

1405.6: Anchored veneer on buildings located in Seismic Design Category D no longer must comply with the joint reinforcing requirements applicable to Seismic Design Categories E and F. RELAXATION

1503.4: The design and installation provisions of the International Plumbing Code (IPC) for roof drainage systems are now specifically referenced in the IBC. REFERENCE

1507.2.8.1: New provisions for the installation of roof covering underlayment have been added for buildings located in high wind areas where the nominal design wind speed is equal to or greater than 120 mph. NOT APPLICABLE

1507.16: The IBC now provides a reference to new IFC provision on roof gardens and landscaped roofs as a means of controlling the potential hazards these combustible materials on the roof could create. REFERENCE

1507.17, 3111, 202: Photovoltaic elements (modules/shingles or systems) must now meet the general code requirements for roofing materials and rooftop structures. ADDITION

1509, 202: In addition to several technical changes, the provisions addressing rooftop structures have been reformatted to better organize and clarify the requirements. CLARIFICATION

1510.3: Existing ice dams are now permitted to remain in place when replacing a roof covering. RELAXATION

Table 1604.3: Deflection limits for roof and wall members supporting plaster or stucco have been clarified. Footnote f was also modified to account for the new ultimate wind loads in the 2010 edition of ASCE/SEI 7 (ASCE 7-10), *Minimum Design Loads for Buildings and Other Structures*. CLARIFICATION

1604.5, 202: The term “occupancy category” has been changed to “risk category” to better reflect the intended meaning and to coordinate with the terminology used in ASCE 7-10. DEFINITION

1605.2: The strength design load combinations in the 2012 IBC have been coordinated with Section 2.3 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION

1605.3: The allowable stress design load combinations in the 2012 IBC have been coordinated with Section 2.4 of ASCE 7-10 and expanded to include loads due to fluids, F, and other lateral pressures, H, as well as ice loads. CLARIFICATION



Table 1607.1: The live loads established in IBC Section 1607 and Table 1607.1 have been modified and updated in order to coordinate with the live loads of Chapter 4 and Table 4-1 in ASCE 7-10.

CLARIFICATION

1607.6, 202: The terminology and live load design requirements for helicopter landing areas (helipads) have been updated and coordinated with ASCE 7-10. CLARIFICATION

1607.7: Provisions relating to the design of structures that support heavy vehicle loads in excess of 10,000 pounds gross vehicle weight (GVW) have been updated. CLARIFICATION

1608.3, 1611.2, 202: A definition of “susceptible bay” has been added to identify where ponding must be considered in the design of roof structures. DEFINITION

1609, 202: The wind design requirements of Section 1609 have been updated and coordinated with the latest wind load provisions in ASCE/SEI 7 (ASCE 7-10) and the wind load maps in the IBC are now based on ultimate design wind speeds,  $V_{ult}$ , which produce a strength level wind load similar to seismic load effects. CLARIFICATION

1613.3.1, 202: The IBC seismic ground motion maps have been updated to reflect the 2008 maps developed by the United States Geological Survey (USGS) National Seismic Hazard Mapping Project and the technical changes adopted for the 2009 *NEHRP Recommended Seismic Provisions for New Buildings and Other Structures* (FEMA P750). REFERENCE

1613.4: Many of the alternatives to ASCE 7-05 that were in the 2009 IBC have been deleted because they have been incorporated into ASCE 7-10. REFERENCE

1614, 202: A new section, definition and notation for ice loads on ice sensitive structures have been added to the in order to provide consistency with ASCE 7-10. CLARIFICATION

1704.3: The provisions requiring specific items to have special inspection and what information is required to be included in the statement of special inspections have been clarified and coordinated, with previous conflicts between the two being resolved. CLARIFICATION

1705.2: Special inspection requirements for structural steel have been deleted from Chapter 17 because the new standard for structural steel buildings (ANSI/AISC 360-10) includes quality assurance provisions. REFERENCE

Table 1705.3: The type of special inspection required for anchors cast in concrete and post installed anchors in hardened concrete have been clarified. CLARIFICATION

1705.4: Requirements pertaining to special inspection of masonry construction were deleted from Chapter 17 of the 2012 IBC because the 2011 edition of TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6, includes requirements for quality assurance of masonry construction. REFERENCE

1705.16: Where penetration firestop systems and fire-resistant joint systems are used in high-rise buildings and those buildings assigned to Risk Categories III and IV, it is now mandatory that they be inspected by an approved inspection agency as a part of the special inspection process. ADDITION

1803.5.12: The requirement that geotechnical reports address earthquake loads on foundation walls and retaining walls in Seismic Design Categories D, E, and F has been modified so that it only applies to those walls supporting more than 6 feet of backfill. NOT APPLICABLE

1810.3.3.1.6: The uplift capacity of pile groups is now permitted to include two-thirds of the shear resistance of the soil block. RELAXATION

Chapter 19: The provisions related to concrete construction were deleted from Chapter 19 because they are contained in the 2011 edition of ACI 318, Building Code Requirements for Structural Concrete and Commentary. REFERENCE

1905.1.3: ACI 318 Section 21.4 provides seismic requirements for intermediate precast structural walls. Section 1905.1.3 amends ACI 318 Section 21.4 by adding seismic detailing requirements for wall piers in Seismic Design Categories D, E and F. NOT APPLICABLE

1905.1.8: Plain concrete footings may now only support detached one- and two-family dwellings with light frame stud walls where such structures are located in Seismic Design Categories A, B, and C. ADDITION

1905.1.9: Portions of ACI 318 Appendix D have been amended in recognition of the fact that failure of the wood sill plate or the cold formed steel track control the capacity of the connection of the shear wall to the concrete foundation. ADDITION

2101.2: The new TMS 403-10 masonry design standard, now referenced in the IBC, provides a direct design method for simple, single-story, concrete masonry bearing-wall structures. REFERENCE

2206: The requirement that composite structures in Seismic Design Categories D, E, and F provide substantiating evidence demonstrating that they will perform as intended by Part II of AISC 341 has been deleted because these structures are now addressed in the 2010 edition of AISC 341, and a new section for composite structures of structural steel and concrete has been added. NOT APPLICABLE

2210.2: A reference to the new AISI S110 standard for seismic design of cold-formed steel special moment frames has been added to Chapter 22. The new standard includes design provisions for a new cold-formed steel seismic force resisting system called Cold-Formed Steel – Special Bolted Moment Frames (CFS-SBMF). REFERENCE

2305: The provisions in Section 2305 for the lateral design of wood structures have been coordinated with those set forth in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). Design and deflection values for stapled wood frame diaphragms and shear walls remain in the code. CLARIFICATION

2306: The provisions in Section 2306 addressing the allowable stress design of wood structures have been coordinated with those in the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). CLARIFICATION

2307: The provisions in Section 2307 dealing with the load and resistance factor design of wood structures are now coordinated with the 2008 edition of the AF&PA standard, Special Design Provisions for Wind and Seismic (SDPWS-08). CLARIFICATION

2308.12: Table 2308.12.4 has been revised to provide a minimum percentage rather than a minimum length of wall bracing for conventionally constructed buildings in Seismic Design Categories D and E. New Section 2308.12.4.1 has been added to clarify that the substitution of alternate braced wall panels in buildings located in Seismic Design Categories D and E is permitted. Footnote “a” was also modified so that the 2:1 height to width ratio limitation does not apply to substituted alternate braced wall panels. **RELAXATION**

2406.1, 2406.4: The hazardous locations identified in the safety glazing provisions have been reorganized and clarified in order to provide better consistency between the IBC and IRC. **CLARIFICATION**

2406.2: The default impact test criteria have been revised to impose the more restrictive test methodology. The higher impact requirements will apply unless the tables in Section 2406.2 allow for a lower impact test to be used. **ADDITION**

2510.6: In order to reduce the likelihood of moisture getting into the building, detailed requirements have been provided for the installation of the two layers of weather-resistive barriers that are required behind stucco-covered exterior walls. **CLARIFICATION**

2603.4.1.14: The use of ½ inch wood structural panels installed on the walking surface side of a floor assembly is now permitted as an alternative to the thermal barrier typically required where foam plastic insulation is installed with a floor assembly. **RELAXATION**

2603.7, 2603.8: Three different options for separating foam plastic insulation used in plenum spaces are now provided. These options vary in relationship to the maximum permitted flame-spread and smoke-developed rating index. **RELAXATION**

2603.10, 2603.10.1: The specific approval requirements now ensure that the smoke development of all assemblies that contain foam plastic is evaluated, regardless of the test standard used. **CLARIFICATION**

2610.3: The dimension that is used for determining the minimum slope requirements of a dome skylight has been revised. **RELAXATION**

2612, 202: Fiber-reinforced polymer installed on an exterior wall must now be a Class A material and is limited to 10 percent of the exterior wall area for any individual element or group of nonseparated elements. **ADDITION**

#### Chapters 27 through 34 – Building Services, Special Devices, and Special Conditions.

2902.2: Where separate sex toilet facilities are required and only one water closet is required in each facility, two family or assisted-use toilet rooms may now be provided as an acceptable alternative. **RELAXATION**

2902.3: Public toilet facilities are no longer required in open and enclosed parking garages and employee toilet facilities are not required in those garages that do not have parking attendants. **RELAXATION**

2902.3.5: In other than family or assisted use toilet rooms, the door from a toilet room can no longer be lockable from the inside unless the toilet room is a single-user facility. CLARIFICATION

2902.5: Drinking fountains are now allowed to serve multiple tenant spaces provided the fountains are located within the appropriate distances and available for the use of the occupants. RELAXATION

3007: Many of the provisions addressing fire service access elevators have now been coordinated with those applicable to occupant evacuation elevators to ensure that the fire service access elevators are able to continue to function and serve their intended purpose during an emergency. CLARIFICATION

3008: The provisions addressing occupant evacuation elevators are now more closely coordinated with those regulating fire service access elevators. CLARIFICATION

3108: The referenced standard for structural design of antenna supporting towers, TIA 222-G, contains exemptions for seismic design that are not consistent with the requirements of IBC Chapter 16 and ASCE 7, therefore Section 3108.1 has been modified so that the exemptions are not applicable. CLARIFICATION

3302.3, 3303.7, 3313: Construction protection requirements of the IFC have been incorporated into the IBC to ensure they are not overlooked. REFERENCE

3401.3: It has now been specifically established that the existing building provisions of Chapter 34 are viewed as specific provisions and therefore take precedence over requirements in other codes. CLARIFICATION

3411: Type B units are now required in existing buildings when there is a change of occupancy or an alteration and more than 50 percent of the building is affected. ADDITION

Appendix L: A new appendix requires earthquake-recording instruments to be installed in certain buildings located where the 1-second spectral response acceleration,  $S_1$ , is greater than 0.40. NOT APPLICABLE

Appendix M: A new appendix provides requirements for coastal communities that have a potential for being inundated by the effects of tsunami waves. NOT APPLICABLE

# 2015 International Building Code

## Summary of Changes

### Chapters 1 and 2 Administration

101.2: Modifications to the International Residential Code (IRC) provisions have been reflected in the exception to IBC Section 101.2 such that the limiting height of an IRC structure accessory to a dwelling unit or townhouse has increased from two stories to three stories above grade plane. **RELAXATION**

111.1: A change in a building's use, or a portion of a building's use, with no change in its occupancy classification now requires that a new certification of occupancy be issued by the building official.

**ADDITION**

202: The definition of "horizontal exit" now focuses on the compartmentalization aspect of using a horizontal exit, rather than on the path of egress travel. **RELAXATION**

202: By definition, horizontal sliding curtains are now specifically permitted on a raised performance area regulated as a platform. **DEFINITION**

202: Motor vehicles stored in a "private garage" are now limited through a new definition to only those vehicles used by tenants of the building or buildings on the same premises as the garage. **CLARIFICATION**

202: The definition of "treated wood" has been revised to clarify that approved treatment methods by other than pressure are acceptable. **RELAXATION**

### Chapters 3 through 6 – Building Planning

304.1: Small food processing establishments and commercial kitchens not associated with dining facilities are now considered as Group B occupancies. **RELAXATION**

304.1: The Group B classification for training and skill development uses has been clarified to address the ages of the occupants using the facility, the occupant load limitation where the facility is used for assembly purposes, and the types of permitted uses. **CLARIFICATION**

306.2: A classification of Group F-1 is now applied only to larger-sized food processing facilities and commercial kitchens not associated with dining facilities. **RELAXATION**

308.3: The uses permitted in a Group I-1 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance if responding to a fire or other emergency situation. **CLARIFICATION**

308.4: Two basic conditions of Group I-2 medical care uses that have previously been regulated together as a single category have been created, dividing the classification into short term care facilities, such as hospitals, and long term care facilities, such as nursing homes.

310.5: Lodging houses are now specifically defined in Chapter 2 and are typically permitted to be constructed in accordance with the International Residential Code (IRC) if they contain no more than five guest rooms. **RELAXATION**

310.6: The uses permitted in a Group R-4 custodial care facility have been expanded to include care recipients who may need a limited degree of verbal or physical assistance while responding to a fire or other emergency situation. **CLARIFICATION**

311.1.1: Storage rooms less than 100 square feet in floor area are not to be classified as Group S, but rather as the same occupancy as the portion of the building to which they are accessory. **RELAXATION**

403.1, Exception Items 3 and 5: Clarified code text now indicates that Group H-1 occupancies, as well as several specified types of Group H-2 and H-3 occupancies, are not required to comply with the high-rise provisions. **CLARIFICATION**

404.5, Exception: Smoke control is now required in atriums in Group I-2 occupancies, as well as those in Group I-1 occupancies classified as Condition 2, that connect two stories. **ADDITION**

404.9, 404.10: The three distinct travel distance conditions that could potentially occur for areas open to an atrium are now each addressed individually in order to clarify their application. **CLARIFICATION**

406.3.1: A Group U private garage is now limited to a maximum floor area of 1000 square feet; however, multiple Group U private garages are permitted in the same building where they are compartmentalized by minimum 1-hour fire separations. **CLARIFICATION**

406.3.2: The allowance for a 7-foot ceiling height previously permitted for public garages has now been extended to private garages and carports. **CLARIFICATION**

407.2.5: Shared living spaces, group meeting areas, and multipurpose therapeutic spaces are now permitted to be open to corridors in Group I-2, Condition 1 nursing homes provided five specific conditions are met. **RELAXATION**

407.2.6: A room or space containing a cooking facility with domestic cooking appliances is now permitted to be open to the corridor in a Group I-2, Condition 1 nursing home provided 13 specific conditions are met. **RELAXATION**

407.5: The maximum allowable smoke compartment size for Group I-2, Condition 2 hospitals and similar occupancies has been increased to 40,000 square feet. **RELAXATION**

410.3.5: An additional method of stage proscenium opening protection has now been provided that permits the use of horizontal sliding doors having a minimum fire protection rating of 1 hour. **RELAXATION**

412.7: The travel distance allowances for aircraft manufacturing facilities have been significantly increased based upon a combination of the manufacturing area's height and floor area. **RELAXATION**

423.3: The construction of complying storm shelters is now required in critical emergency operations facilities where such facilities are located in geographical areas where the shelter design wind speed for tornadoes is at its highest. **NOT APPLICABLE**

423.4: Storm shelters are now required in Group E occupancies located in those areas of the United States where the shelter design wind speed for tornadoes is at its highest. **NOT APPLICABLE**

503: The provisions regulating building height and area limitations have been extensively revised with no change in technical application in order to provide an increased degree of user-friendliness and technical consistency. **CLARIFICATION**

Tables 504.3, 504.4: In order to increase the degree of user-friendliness of the process by which the allowable building height provisions are determined, Table 503 has now been reformatted as Tables 504.3 (allowable height in feet) and 504.4 (allowable number of stories above grade plane), and any applicable sprinkler increase has been incorporated directly into the new tables. **CLARIFICATION**

505.2.3, Exception 2: Direct access to at least one exit at the mezzanine level is no longer required for those enclosed mezzanines regulated by Exception 2 of Section 505.2.3. **RELAXATION**

Table 506.2: In order to increase the degree of user-friendliness of the process by which the allowable building area provisions are determined, Table 503 has now been reformatted as new Table 506.2 (allowable area factor in square feet), and any applicable sprinkler increase has been incorporated directly into the new table. **CLARIFICATION**

507.1: The allowance of a single-story basement in unlimited area buildings has now been clarified. **CLARIFICATION**

507.9: Group H-5 buildings are now permitted to be unlimited in area under the special provisions of Section 507. **RELAXATION**

Table 509: A more detailed analysis of various support spaces within a healthcare or ambulatory care facility is now possible due to modifications to Table 509 regulating incidental uses. **RELAXATION**

510.2: In the special provisions of Section 510.2 addressing pedestal buildings, there is no longer a limit of one story above grade plane for that portion of the structure that occurs below the 3-hour horizontal separation. **RELAXATION**

Table 601, Footnote d: Footnote d to Table 601 addressing 1-hour substitution has been deleted based upon the extremely limited applicability of the footnote, along with the significant potential for misuse. **CLARIFICATION**

602.4: Equivalent size dimensions for structural composite lumber (SCL) in relationship to solid-sawn Type IV heavy-timber members have been introduced into Table 602.4. **DEFINITION**

602.4.2: Cross-laminated timber is now permitted within the exterior walls of Type IV buildings where protected by one of three specified materials. **RELAXATION**

603.1, Item 26: Walls of freezers and coolers located in buildings of Type I and II construction may now be constructed of wood materials provided three conditions are met. **RELAXATION**

#### Chapters 7 through 9 – Fire Protection

704.4: For structural fire protection purposes, the secondary member protection requirements have been reformatted and clarifies that the secondary members in a horizontal assembly can be protected by a ceiling membrane. **CLARIFICATION**

705.2: The minimum required separation between the leading edge of a projection and the line used to determine the fire separation distance has been modified in a manner that provides for a significant increase in the separation required. **ADDITION**

705.2.3: The provisions regulating combustible projections adjacent to an interior lot line or other line used to determine the fire separation distance have been modified to provide a simple and consistent approach that is less restrictive than previously determined. **RELAXATION**

705.3: Openings are permitted through adjacent exterior walls of a Group S-2 parking garage and a Group R-2 building on the same lot where such buildings are regulated as two buildings on the same lot and the fire separation distance is zero. **RELAXATION**



705.6: Interior structural elements, such as floor or roof elements, that brace exterior walls are no longer required to be regulated for fire resistance due to the exterior wall's rating regardless of the building's proximity to a lot line. **RELAXATION**

705.8.5: Where a fire resistance rated wall is provided to address the concern of a fire spreading out of the building and then exposing an upper level opening, the exterior wall must be rated from both sides, regardless of the fire separation distance. **ADDITION**

706.2: The reference to NFPA 221 for fire wall design and construction has been expanded to permit the use of the "tied" and "cantilevered" options addressed in the standard. **RELAXATION**

709.4: The horizontal continuity of smoke barriers has been clarified for smoke barriers used to create smoke compartments, as well as for smoke barrier walls intended to create enclosures for elevator lobbies or areas of refuge. **CLARIFICATION**

711, 712: The reorganization of Sections 711 and 712 has been continued such that Section 711 now contains only the construction requirements for floor and roof assemblies, and Section 712 only contains the requirements related to the protection of vertical openings. **CLARIFICATION**

714.4.2: Where the double top plates of a wall interrupt the ceiling membrane of a horizontal assembly, the wall must now be sheathed only with Type X gypsum wallboard. The wall will not require a fire-resistance rating unless needed due to some other code requirement. **RELAXATION**

717.1.1: Ducts are now expressly allowed to exit a shaft, transition horizontally, and then enter another shaft without continuous shaft construction. **RELAXATION**

717.3, 717.5: Where a duct penetration occurs in the ceiling of a fire-resistance-rated corridor where the lid of the corridor is constructed using a corridor wall placed horizontally, a corridor damper is now specifically mandated. **CLARIFICATION**

903.2.1.6: An automatic sprinkler system is now required to be installed in a building when the roof is used for a Group A-2 assembly occupancy with an occupant load exceeding 100, as well as for other Group A occupancies where the occupant load exceeds 300. **ADDITION**

903.2.1.7: Where small Group A fire areas share a common means of egress, the occupant load of the spaces must now be added together to determine if a sprinkler system is required. **CLARIFICATION**

903.2.8: Sprinkler requirements for Group R-4 occupancies are now dependent on the capabilities of the occupants. In buildings where occupants require limited assistance when responding to an emergency condition, additional sprinkler protection is required for attic spaces. **CLARIFICATION**

903.3.1.1.2: An exemption for sprinkler systems in small resident bathrooms has been introduced into the IBC because the provision was removed from the current edition of the referenced NFPA 13 standard. **RELAXATION**

903.3.1.2.2: Where an NFPA 13R sprinkler system is installed, the sprinkler protection must now be extended to any open ended corridors and associated exterior stairways, clarifying that an open breezeway is considered as an interior portion of the building and not an exterior location for the application of the sprinkler requirements. **RELAXATION**

903.3.8: Additional restrictions have been placed on limited area sprinklers systems, including a reduction in the system size to a maximum of six sprinklers within a single fire area. **ADDITION**



904.13: Requirements for domestic appliances installed within commercial facilities but used only for domestic cooking have been clarified, including provisions for an appropriate fire-extinguishing system for domestic cooking equipment in nursing homes, assisted living facilities and similar buildings.

CLARIFICATION

907.2.3: The threshold for alarm systems in Group E occupancies has been increased such that a manual fire alarm is required where the occupant load exceeds 50, and an emergency voice/alarm communication (EVAC) system must only be provided where the occupant load exceeds 100. **ADDITION**

907.2.9.3: The scope of the fire alarm provisions for Group R-2 college and university buildings has been revised to apply to facilities “operated by” the college or university whether owned by the school or not.

CLARIFICATION

907.2.11.3, 907.2.11.4: Requirements from the NFPA 72 standard addressing the installation of smoke alarms near cooking appliances and bathrooms have been introduced to the IBC in order to provide direct guidance on the placement of smoke alarms. **CLARIFICATION**

909.21.1: Viable alternatives to the general elevator hoist-way pressurization requirements are now available where pressurization is provided in lieu of an enclosed elevator lobby or an additional door.

**RELAXATION**

910: The format and technical requirements for smoke and heat removal systems have been revised, including a new allowance permitting a mechanical smoke removal system as an alternative to smoke and heat vents. **RELAXATION**

915: The carbon monoxide (CO) alarm provisions have been relocated, reformatted and revised; the scope has been modified to exclude Group I-3 occupancies while adding Group E occupancies. **CLARIFICATION**

## Chapter 10 – Means of Egress

Chapter 10: Provisions addressing the minimum required number of means of egress and their arrangement for rooms and space as well as stories have been reformatted and relocated. **CLARIFICATION**

1004.1.1: The determination of the cumulative design occupant load for intervening spaces, adjacent levels and adjacent stories has been clarified. **CLARIFICATION**

Table 1004.1.2: The mercantile occupant load factor has been revised such that a single factor is now applicable regardless of the story on which the mercantile use is located. **RELAXATION**

1006, 1007: The means of egress requirements for rooms and spaces, along with those for stories, have been consolidated in Chapter 10. **CLARIFICATION**

1007.1: Specific information is now provided regarding the point where exit separation is to be measured. In addition, where three or more means of egress are required, performance language has been included to ensure the egress paths are adequately separated. **CLARIFICATION**

1009.8: It has been clarified that a two-way communication system may serve multiple elevators and that the systems are not required at service elevators, freight elevators or private residence elevators.

CLARIFICATION

1010.1.9: Numerous revisions throughout the locking provisions now help clarify requirements and their application through the use of consistent terminology. **CLARIFICATION**

1011.15, 1011.16: Locations where ladders can be used for access have now been identified and permanent ladders must follow the construction requirements from the International Mechanical Code (IMC). CLARIFICATION

1014.8: Guidance is now provided regarding potential obstructions in the required egress width of a stairway where a pair of intermediate handrails is installed. CLARIFICATION

1016.2: A means of egress is now permitted through an elevator lobby provided access to at least one exit is available without passing through the lobby. RELAXATION

1017.2.2: An increased exit access travel distance is now permitted for groups F-1 and S-1 occupancies where specific requirements are met. RELAXATION

1018.3: The required width of aisles in Groups B and M occupancies is now consistent with the widths required for corridors and is no longer limited only to the capacity based on the occupant load served. CLARIFICATION

1020.2: A new exception helps to clarify the width requirements for corridors within Group I-2 occupancies for areas where bed or stretcher movement is not necessary. CLARIFICATION

1023.3.1: An interior exit stairway is now permitted to continue directly into an exit passageway without a required fire door assembly to separate the two elements. RELAXATION

1029.13.2.2.1: The variation allowed between adjacent risers within a stepped aisle is now limited. ADDITION

## Chapter 11 – Accessibility

1103.2.8: Small areas used for religious ceremonies are now exempt from the access requirements. RELAXATION

1104.4: A distinction has been made between the requirements for access within a story and those with greater level changes, such as between stories or mezzanines. CLARIFICATION

1107.3, 1107.4: The provisions for connecting all spaces within a building have been modified to clearly identify the distinction for those with a change of elevation between stories or mezzanines. CLARIFICATION

1107.5.1.1, 1107.6.4.1: The minimum number of Accessible units required in assisted living facilities now varies depending on the capabilities of the residents. CLARIFICATION

1107.6.1.1: The method by which multiple buildings on a site are reviewed when determining the required number of Accessible units has been revised to consider building size in addition to the total number of units on the site. CLARIFICATION

1109.2: In larger toilet rooms, a minimum of 5 percent of the water closet compartments must be wheelchair accessible and another minimum of 5 percent must be ambulatory accessible compartments. CLARIFICATION

1109.2.3: In order to prevent the placement of the only accessible lavatory within an accessible stall where it would not be available to all users, the required accessible lavatory must now be located in a common area of the toilet room or bathing facility. CLARIFICATION

1110: More detailed scoping requirements for recreational facilities have been included within the new Section 1110 to coordinate with the ADA and provide the scoping for technical requirements found within Chapter 11 of the A117.1 standard. CLARIFICATION

Chapters 12 through 26 – Building Envelope, Structural Systems, and Construction Materials.

1405.3: The required types and locations appropriate for each class of vapor retarder have been revised to also indicate where certain vapor retarders are not allowed to be installed. CLARIFICATION

1602.1: The definitions of “flexible diaphragm” and “rigid diaphragm” have been deleted from the code and replaced by a reference to the procedures for classifying diaphragms in the 2010 edition of the national load standard, Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-10). REFERENCE

1603: Two additional items related to snow load drifting are now required to be identified on the construction documents. NOT APPLICABLE

1603.1.7: The term “subject to high-velocity wave action” in regard to flood hazard areas has been replaced with “coastal high hazard areas” in several chapters and sections of the code. NOT APPLICABLE

1603.1.8: The dead load of any rooftop-mounted photovoltaic (PV) solar panels must now be identified on the construction documents. ADDITION

1604.3: Modifications have been made to the deflection limits established in Table 1604.3 for interior partitions, wood members, and wind loads to both clarify and update the provisions. CLARIFICATION

1604.5: In the application of assigning the appropriate risk category for a structure, Section 1604.5 has been revised to clarify that where standards refer to ASCE 7 Table 1.5-1, IBC Table 1604.5 should be used instead. In addition, descriptions for Risk Category III structures have been revised to include occupancy classifications to help clarify the intent. CLARIFICATION

1607.5: In office buildings and in other buildings where the location of partitions is subject to change, partition loads are to be considered unless the floor is designed for an 80-psf or greater live load. CLARIFICATION

1607.9: Provisions addressing impact loads for elements supporting façade access equipment and lifeline anchorages have been established. ADDITION

1607.10.2: The alternate live load reduction method has been corrected to be consistent with the original intent as it appeared in the Uniform Building Code (UBC). CLARIFICATION

1607.12: The term “vegetative roof” has been defined in Section 202 and a reference to ASTM E 2397 has been added to Section 1607. DEFINITION

1607.12.5: Design requirements for roof structures supporting photovoltaic (PV) solar panels and modules have been added to Section 1607. ADDITION

1609.1.1: A reference to the new wind tunnel testing standard ASCE 49 has been added to Section 1609.1.1, Exception 6. CLARIFICATION

1613.3.1: The U.S. Geological Survey (USGS) recently developed seismic hazard and Risk-Targeted Maximum Considered Earthquake (MCER) ground motion maps for Guam and American Samoa, which have now been included in the IBC. NOT APPLICABLE

1613.5: An amendment to the diaphragm anchorage requirements of Section 12.11.2 of ASCE 7 clarifies that the 2.5-to-1 aspect ratio applies to wood, wood structural panel or untopped steel-deck-sheathed subdiaphragms. CLARIFICATION

1613.6: Seismic requirements for ballasted roof-mounted photovoltaic (PV) solar panels have been added to Section 1613.6. NOT APPLICABLE

1704.5: Requirements for submittal of reports and certificates related to construction that is subject to special inspections and tests are now clearly specified. CLARIFICATION

1705.2: The special inspection requirements for structural steel elements and cold formed steel decks have been modified to coordinate the provisions with the new terminology used for structural steel elements within IBC Chapter 22, AISC 360 and the new SDI standard. CLARIFICATION

1705.2.3: Special inspections are now required during the installation of open web steel joists and joist girders, and a new table specifies the type of inspection and applicable referenced standard. ADDITION

Table 1705.3: The requirement for special inspection of cast-in-place anchors in concrete where allowable loads have been increased or strength design is used has been deleted from Table 1705.3, specific requirements for the design and installation of adhesive anchors are now included in ACI 318, and continuous special inspection has been added for these types of anchors installed horizontally or in upwardly inclined orientations with sustained loads. REFERENCE

1705.11: To better identify the intent, revisions have been made to the special inspection requirements for wind resistance. Specific requirements for the inspection of wind resisting components have also been clearly identified. NOT APPLICABLE

1705.12: Periodic special inspection of cold-formed steel special bolted moment frames (CFS-SBMFs) is now mandated. In addition, several modifications to the special inspection requirements for seismic resistance have been made in order to clarify the intent. NOT APPLICABLE

1708.3.2: Static load test requirements have been revised to clarify the intent, the arbitrary factor of two has been removed, and the method for testing components that carry dynamic loads has been specified. Differences influenced by load duration effects when testing wood elements are now also addressed. CLARIFICATION

1709.5: The required design pressure ratings for exterior window and door assemblies are to be done on an allowable stress design basis. CLARIFICATION

1711: The requirements for testing joist hangers in Section 1711.1 have been deleted entirely, and the requirements for testing concrete and clay roof tiles in Section 1711.2 have been relocated to Section 1504 addressing performance requirements for roof coverings and assemblies. CLARIFICATION

1803.5: The requirements addressing the evaluation of rock materials for foundation support have been updated to be more consistent with current geotechnical engineering practice. In addition, basic requirements for providing adequate underpinning and excavations have been added. CLARIFICATION

1804.1: Basic requirements for providing safe and adequate underpinning at excavations have been added because the code was not specific on how to address excavations adjacent to structures. CLARIFICATION

1808.3: Requirements pertaining to surcharge loads that could affect an adjacent structure have been added. ADDITION

1810.2.5: The requirements related to the evaluation of group effects on uplift of grouped deep foundation elements have been clarified. CLARIFICATION

1810.3: Provisions addressing structural steel sheet piles have been added and the code provisions and standards related to steel deep foundation systems have been updated to clarify their intent. CLARIFICATION

1901.3: Sections 1908 and 1909 of the 2012 IBC, which contain the requirements for anchorage to concrete, have been deleted because they are obsolete and not consistent with current referenced standards. In their place, new provisions on anchoring to concrete have been added to the general provisions found in Section 19901. CLARIFICATION

1901.4: Section 1912 of the 2012 IBC containing specific requirements for concrete-filled pipe columns has been deleted because it is no longer necessary, as new provisions on composite structural steel and concrete structures have been added to the general provisions in Section 1901. CLARIFICATION

1904: The durability requirements for structural concrete have been deleted from the IBC and replaced by a reference to the durability provisions in ACI 318. REFERENCE

1905.1.3: The requirements for the design of wall piers have been deleted from Section 1905 because they are now addressed in ACI 318. REFERENCE

1905.1.8: Extensive modifications have been made to the concrete anchorage provisions of Section 1905.1.8 to maintain the intent regarding light-frame shear wall anchorage, while achieving consistency with Chapter 17 of the 2014 edition of ACI 318. CLARIFICATION

2101.2: The references in Chapter 21 to specific sections in the Masonry Standards Joint Committee (MSJC) code have been deleted because the 2013 edition of TMS 402/ACI 530/ASCE 5 has been substantially reorganized to be more user friendly. The charging language of Section 2101.2 has been modified to simply reference TMS 402/ACI 530/ASCE 5 or TMS 403 for the design and construction of masonry structures. CLARIFICATION

2103: Masonry material provisions that have historically been found in Section 2103 have been deleted because they are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6. REFERENCE

2104: Many masonry construction provisions previously found in Section 2104 that are contained in the MSJC Specification TMS 602/ACI 530.1/ASCE 6 have been deleted and replaced with references to the specification. REFERENCE

2105: Provisions for the quality assurance of masonry structures and related definitions have been deleted from Section 2105 and replaced with a reference to the MSJC Specification TMS 602/ACI 530.1/ASCE 6 and the special inspection and testing requirements contained in Chapter 17. REFERENCE

2111, 2113: The definitions of “masonry fireplace” and “masonry chimney” have been deleted from Chapter 21 and appropriately relocated to Chapter 2. Requirements for the reinforcement and anchorage of masonry fireplaces and chimneys in Sections 2111 and 2113 have been updated and reorganized to clarify the intent. CLARIFICATION

2210: A new Steel Deck Institute (SDI) standard addressing the design and construction of composite concrete slabs and steel decks has been added to IBC Chapter 35. REFERENCE

2211: A new American Iron and Steel Institute standard, AISI S220, is now referenced for the construction of cold-formed steel light-frame non structural products. REFERENCE

2303.1.4: A new definition for a wood-based product identified as cross-laminated timber (CLT) has been added to Chapter 2. The new manufacturing standard ANSI/APA PRG 320 is now referenced in Chapter 23 and has been added to Chapter 35. DEFINITION

2303.1.13: A new definition for engineered wood rim board has been added to Chapter 2 and two new standards are now referenced in Chapter 23 and have been added to Chapter 35. DEFINITION

2304.6: Section 2304.6 has been modified to establish minimum structural performance requirements and clarify that wall sheathing on the outside of exterior walls, as well as connection of sheathing to framing, must be capable of resisting wind pressures in accordance with Section 1609, which in turn references ASCE/SEI 7-10. The new term “gable” has been added to clarify that exterior wall sheathing requirements for out of plane wind resistance are equally applicable to the gable area at end walls. CLARIFICATION

2304.10.6: The minimum required thickness of steel straps used to splice discontinuous framing members has been modified to be consistent with the standard thickness established in the new AISI Product Data Standard, S201. CLARIFICATION

2304.12: Modifications to Section 2304.12 identify exactly where waterborne preservatives are required and where they are not required. CLARIFICATION

2308: Section 2308, which contains prescriptive requirements for conventional wood frame construction, has been reformatted and reorganized in its entirety. Significant changes include the introduction of new designations for wall bracing methods similar to those in the IRC as shown in new Table 2308.6.3 (1), and reformatted wall bracing requirements set forth in Table 2308.6.1. CLARIFICATION

2308.2.5: Provisions related to limitations on roof span have been clarified as a part of the reformatting and reorganization of Section 2308. CLARIFICATION

2308.7: Ceiling joist and rafter span tables from the IRC have been incorporated into the conventional construction provisions of the IBC. CLARIFICATION

2309: Section 2309 has been added to reference the American Wood Council’s (AWC) Wood Frame Construction Manual (WFCM) for structural design of wood frame buildings assigned to Risk Category I or II. REFERENCE

2406.4.7: The height criteria for regulating glazing at the landing at the bottom of a stair has been revised and the method for measuring the horizontal distance has been clarified, now generally requiring safety glazing if located less than 60 inches above the bottom landing of a stair. CLARIFICATION

Chapter 25: The definition of “gypsum board” has been revised and a new definition for “gypsum panel product” has been added to Chapter 2. Multiple references to gypsum panel products have also been added to Chapter 25 where applicable. DEFINITION

2612: New definitions and applicable test standards now address the use of plastic composites for use as exterior deck boards, stair treads, handrails and guards. DEFINITION

#### Chapters 27 through 34 – Building Services, Special Devices, and Special Conditions

2902.3: Limited size quick service tenant spaces are no longer required to provide toilet facilities for the public customers. RELAXATION

3004: The elevator hoistway venting provisions of Section 3004 have been deleted; such hoistways are no longer required to be vented to the exterior. RELAXATION

3006: The elevator lobby requirements have been relocated from Section 713.14.1, where they were previously included with the general shaft enclosure requirements, to Chapter 30, which addresses elevators. CLARIFICATION

Chapter 34: Chapter 34 has been deleted from the IBC in its entirety, and existing buildings will now be solely regulated by the International Existing Building Code (IEBC). CLARIFICATION



# City Council

December 1, 2015





# **ADOPTION OF THE 2015 INTERNATIONAL BUILDING CODE**



# Current Codes Adopted

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Fire Code
- 2009 International Existing Building Code
- 2009 International Plumbing Code
- 2009 International Fuel Gas Code
- 2009 International Mechanical Code
- 2009 International Energy Conservation Code
- 2008 National Electric Code
- 1997 Amusement Device Code



# 2015 International Building Code

- Committee formed to discuss significant changes
- Information sent to Architects, Engineers, and Contractors.
- Open meetings held on April 30, May 7, September 29, and October 5
- Development Task Force
- Other committees also formed and meetings held



# 2015 International Building Code

- Proposal today to adopt the 2015 International Building Code.
- Over the next few months, meetings and reviews will continue for adoption of the Residential, Existing, Energy, Plumbing, Fuel/Gas, and Mechanical codes.
- Over the next few months, two additional codes will be reviewed, including Public Hearings. These additional codes are the International Green Building Code and the International Property Maintenance Code.



## **Sec. 4.04.061      Adoption and amendments**

- The following code, as published by the International Code Council, Inc., is hereby adopted by reference as though it were copied herein fully, including all appendices, except where expressly excluded herein:
- International Building Code, 2015 edition, in its entirety, save and except chapters 13, 27, 28, 29, and 32, and appendices A, B, D, E, H, I, J, and section 101.4.4, and save and except:



Section 101.4.4 referencing the Property Maintenance code recommended to be excluded.

Section 105.3.2, entitled “Existing building inspections,” which shall be added and read as follows:

Section 1612.3, entitled “Establishment of flood hazard areas,” which shall instead read as follows:





# 2015 International Building Code

Chapters recommended to be excluded from adoption:

- Chapter 13 – Energy Efficiency
- Chapter 27 – Electrical
- Chapter 28 – Mechanical Systems
- Chapter 29 – Plumbing Systems
- Chapter 32 – Encroachments into the Public Way
- Chapter 34 – Existing Building Code chapter deleted



# 2015 International Building Code

Appendices recommended to be excluded from adoption:

- Appendix A – Employee Qualifications
- Appendix B – Board of Appeals
- Appendix D – Fire Districts
- Appendix E – Supplementary Accessibility Req.
- Appendix H - Signs
- Appendix I – Patio Covers
- Appendix J - Grading





# 2015 International Building Code

- 306 Total Significant Changes
- 124 Clarifications (41%)
- 78 Relaxing Requirements (25%)
- 51 Adding Requirements (17%)
- 15 Definitions Added (5%)
- 24 References Added (8%)
- 14 Not Applicable (4%)



# 2015 International Building Code

Complete list of significant changes included in background.

- Definitions/Clarifications
- Fence height exemption from permits increased to 7'
- Mercantile Occupant load relaxed (30 to 60)
- Reformatted Area table



# 2015 International Building Code

- Commercial Kitchen requirements relaxed based on relationship or lack of relationship to dining room
- Private garages better defined with relaxed requirements
- Elevator Lobby area requirements relaxed
- Assisted rescue areas now allowed on stories above the level of exit discharge



# 2015 International Building Code

- Reduced number of facilities in Accessible rooms now required to be accessible
- Roof gardens now addressed and referenced to Fire Code provisions
- Two unisex toilets now allowed where 1/1 are required
- Toilets for parking garages no longer required unless a parking attendant is provided



# 2015 International Building Code

- Existing Building Code provisions are specifically listed as taking precedence over other codes.
- A change in use now requires a new certificate of occupancy even with no change in occupancy classification
- Storage rooms less than 100 square feet are no longer considered an “S” occupancy
- Where a roof is used for assembly purposes, the building must be sprinklered if exceeding 100 (A2) or 300 (A) occupant load





# City Council

December 1, 2015





# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: January 5, 2016

Item type: Consent Item

---

## **Caption:**

Consider approving an agreement with the State of Texas to receive a MRAP armored vehicle to be used by the SAPD for critical incident response and authorizing City Manager to negotiate and execute all related documents  
(Presentation by Police Chief Tim Vasquez)

## **Summary/History:**

The Texas 1033 Military Surplus Property Program is authorized to transfer excess Department of Defense property to Federal, state and local law enforcement agencies with special emphasis given to counter drug and counter terrorism. If approved by the state, the SAPD will be eligible to receive a surplus MRAP from the military. The intended use of the MRAP consists primarily of providing a much needed resource for SWAT/Critical incident calls. The SAPD currently does not have any armored tactical vehicles. The nearest armored vehicles are available from Abilene PD and Midland PD. The SAPD is requesting one MRAP 6 wheeled vehicle from the Texas 1033 Program. The large interior and available space will allow a full team and associated equipment to be transported to a call without issues. If the MRAP 6 wheeled vehicle is not available, the SAPD will request a MRAP 4 wheeled vehicle. Either vehicle would provide an excellent critical incident platform to perform critical incidents tactics.

## **Financial Impact:**

The vehicle will not cost the City of San Angelo any funds to purchase. The only cost will be maintaining the vehicle after it is received.

## **Other Information/Recommendation:**

The SAPD returned 2 armored track vehicles recently. One was converted to be utilized by the SWAT team and the other was obtained for parts alone and was not in operational condition. Due to the track design, the vehicle was not suitable for use in an urban setting and transportation to and from an incident site was not feasible.

## **Attachments:**

- |    |                    |                                                       |
|----|--------------------|-------------------------------------------------------|
| 1. | Authorization Form | EO CGB Authorization .docx                            |
| 2. | Vehicle Request    | Vehicle Request.pdf                                   |
| 3. | Justification      | 16-143_PD_TEXAS 1033_JUSTIFICATION_LETTER DF (2).docx |

## **Presentation:**

## **Approvals/Reviews:**

Jansa, Ryan  
Vasquez, Tim  
James, Theresa

Created/Initiated  
Approved  
Approved

Carriger, Tina  
James, Theresa  
Dunn, Becky  
Kendrick, Bryan

Approved  
Approved  
Approved  
Final Approval



LAW ENFORCEMENT AGENCY EXECUTIVE ORDER 13688  
CONTROLLED PROPERTY REQUEST AUTHORIZATION  
FEDERAL FISCAL YEAR 2016

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the \_\_\_\_\_ City of San Angelo, TX \_\_\_\_\_, I certify that  
Name of CGB

\_\_\_\_ San Angelo Police Department \_\_\_\_\_ is authorized to acquire the below initialed controlled property items.  
Name of LEA

\_\_\_\_ Breaching Apparatus  
CGB initial

\_\_\_\_ Riot Batons  
CGB initial

\_\_\_\_ Riot Helmets  
CGB initial

\_\_\_\_ Riot Shields  
CGB initial

\_\_\_\_ Rotary Wing Aircraft  
CGB initial

\_\_\_\_ Fixed Wing Aircraft  
CGB initial

\_\_\_\_ MRAP or Armored Personnel Carrier  
CGB initial

\_\_\_\_ HMMWV (Humvee)  
CGB initial

\_\_\_\_ Other Controlled Vehicle  
CGB initial

Authorized Representative of  
Civilian Governing Body

\_\_\_\_ Daniel Valenzuela \_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

Chief Law Enforcement Official:

\_\_\_\_ Tim Vasquez \_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

## LAW ENFORCEMENT AGENCY (LEA) EXECUTIVE ORDER (EO)

## CONTROLLED VEHICLE REQUEST

DODAAC: 2YTKN5 AGENCY NAME: San Angelo Police Department  
 ARMORED/TACTICAL VEHICLE POC: Tracy Fincher  
 ADDRESS (No P.O. Box): 401 East Beauregard Ave.  
 CITY: San Angelo STATE: TX  
 ZIP: 76903 EMAIL: tim.vasquez@sanangelopolice.org  
 PHONE: 325-657-4336 FAX: 325-653-2920

| TYPE OF ATV                                                                                              | MRAP 4<br>WHEELED<br>VEHICLE | MRAP 6<br>WHEELED<br>VEHICLE            | HMMWV                       |
|----------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------|-----------------------------|
| Quantity                                                                                                 |                              | 1                                       |                             |
| Other (State Type)                                                                                       |                              |                                         |                             |
| Quantity                                                                                                 |                              |                                         |                             |
| If something other than the marked/stated above item becomes available, would you like to be offered it? |                              | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

\*\*\*\*NOTE: The Armored/Tactical Vehicle justification memorandum must accompany this request.

The Chief Law Enforcement Official/Head of Federal Agency (Local Field Office), by signing, certifies that the requesting agency listed above has the appropriate funds; training requirements and equipment to operate and maintain the requested EO controlled vehicles. It is also understood that this agency will not sell, trade, or cannibalize any tactical vehicles acquired through the 1033 Program. This agency certifies that all information contained above is accurate and the request for EO controlled vehicle(s) is warranted and has been approved.

CHIEF LAW ENFORCEMENT OFFICIAL/: Tim Vasquez DATE: 01/05/2016  
 HEAD OF FEDERAL AGENCY PRINTED NAME

SIGNATURE

The State Coordinator or designee, by signing, certifies that the agency has provided documentation indicating approval from the appropriate Civilian Governing Body. They also certify that all information contained above is accurate and the request for controlled vehicles is warranted and has been approved.

STATE COORDINATOR/DESIGNEE: DATE: \_\_\_\_\_  
 (NOT REQUIRED FOR FEDERAL) PRINTED NAME

SIGNATURE

\*\*\*\*\*

LESO USE ONLY

\*\*\*\*\*

LESO OFFICIAL: PRINTED NAME (VEHICLE LEAD) PROGRAM MANAGER (SIGNATURE) DATE: \_\_\_\_\_

SIGNATURE

CUSTOMER MANAGEMENT  
DIVISION CHIEF (SIGNATURE)

DATE: \_\_\_\_\_

DATE LEA WAS ADDED TO THE NATIONAL PRIORITY LISTING: \_\_\_\_\_

LESONOTES (# OF OFFICERS, # OF EO CONTROLLED VEHICLES): \_\_\_\_\_

ALL REQUIRED

DOCUMENTS RECEIVED: REQUEST FORM: \_\_\_\_\_ JUSTIFICATION LETTER: \_\_\_\_\_ DEMIL PREP: \_\_\_\_\_

SERIAL #: \_\_\_\_\_ DISAPPROVED BY LESO (REASON): \_\_\_\_\_

# SAN ANGELO POLICE DEPARTMENT

BOX 5020 \* San Angelo, Texas \* 76902  
Phone (325) 657-4336 \* Fax (325) 653-2920



January 5, 2016

Program Manager, 1033 Program  
Law Enforcement Support Office (LESO)  
DLA Disposition Services  
74 Washington Avenue North  
Battle Creek, MI 49037

Subject: Controlled Property, Tactical Vehicle/Aircraft Justification

San Angelo is a city located in west central Texas approximately 160 miles North of the U.S./Mexico border, 200 miles Northwest of Austin and San Antonio, and 250 miles Southwest of Dallas/Fort Worth. San Angelo is a quasi-rural ranching city of just over 100,000 people and lies approximately 100 miles from any community of equivalent size. Additionally, San Angelo serves as the regional economic hub for the 14 county Concho Valley Council of Governments (COG) covering over 18,500 square miles.

1. *Number of fulltime/part-time compensated sworn officers in the agency making the request:* The San Angelo Police Department (SAPD) consists of 165 sworn officers. In addition, SAPD provides critical incident services to the San Angelo City Marshals, Tom Green County Sheriff's Department as well as responds to any requests from the 14 county COG region, any federal law enforcement agency, Goodfellow Air Force Base and other law enforcement entities requesting assistance.
2. *Intended use of the resource and the impact of the resource upon your jurisdiction (SWAT, active shooter, barricaded suspect, emergency response, first responder, critical incident, hostage rescue, natural disaster rescue, border patrol, homeland security, counterdrug, counterterrorism, etc., all that apply and any additional).* The intended use of the MRAP consists primarily of providing a much needed resource for the facilitation of all SWAT/Critical Incident services. The unique position of San Angelo as the most populous city in an 18,000 square mile area creates a situation in which SAPD is called to assist in all matters needing highly advance training and equipment. In 1994, SAPD saw the emerging need for a team of officers who could adequately respond to critical incidents. As such, SAPD has maintained trained officers and professional staff in SWAT tactics, hostage negotiations and rescue, high risk drug warrant service, terrorist situations, suicide intervention sniper situations, and dignitary protection. Currently, SAPD does not have an armored personnel carrier or other armored vehicle suitable for responding to these situations. The award of an MRAP would significantly enhance both the capabilities and safety of SAPD when responding to any critical incident situation. SAPD also sees the potential for utilizing the MRAP for other rescue operations in the

event of a natural or man-made disaster such as devastations caused by flood, tornado, bombing, aircraft crash etc.

3. *Positive impact of this resource on any other region or jurisdiction beyond the requesting agency that may also be impacted. Indicate whether the requested controlled equipment is being acquired to provide a regional or multijurisdictional capability. The requesting LEA must certify that all LEA's in the regional sharing arrangement have adopted requisite protocols to include general policing standards, specific controlled equipment standards, and record keeping requirements or will adopt those protocols before their personal use of controlled equipment:* As previously stated, San Angelo is located in a semi-rural area approximately 100 miles from any other populous area. As such, SAPD has assumed a greater role in the protection and assistance throughout the entire region. SAPD willingly responds to any call for law enforcement assistance. SAPD has an active memorandum of understanding with Goodfellow Air Force Base to respond to any SWAT/critical incident situation. In addition, SAPD responds immediately to the requests of the Tom Green County Sheriff's Department, any local or county law enforcement agency throughout the COG region, any federal agency including but not limited to the FBI, ATF, Secret Service, U.S. Marshals, U.S. Customs and Border Protection and others. This resource would significantly enhance the response, capability, and safety of SAPD's responding teams. The SAPD certifies that only it's trained and certified personnel will operate the controlled equipment until said time that any other requesting agency/jurisdiction has adopted all SAPD training, operating and records documentation procedures for utilization of controlled equipment.
4. *Is the requesting agency located within an office of national drug control policy designated High Intensity Drug Trafficking area (HIDTA)?* No San Angelo is not located in a designated HIDTA area directly, however, San Angelo is located approximately 160 miles from the U.S./Mexico border along a major drug thoroughfare (U.S. Highway 277). With minimal stretch to the imagination, San Angelo's centralized location makes it a prime area for a drug distribution hub. San Angelo sits virtually in the center of the interstate highway triangle created by I-10, I-20 and I-45. Historically, San Angelo and the surrounding areas have been home to a number of significant drug distribution operations. This resource would greatly aid law enforcement in this area in the disruption of the drug trade.
5. *Is the requesting agency involved with multi-agency associations/task forces of a counterdrug nature?* No the SAPD does not currently participate in any task force or counter drug association.
6. *State the population within the requesting agencies jurisdiction:* The most current population estimates published by the U.S. Census indicate that the population of San Angelo is approximately 110,111. Other resources indicate that the population is closer to 113,820 (TX Dept. of Health and Human Services). The estimated population of Tom Green County is approximately 116,823.

7. *Describe the type of facility that will be used to store and/or secure the resource:* SAPD proposes to house/store the MRAP at SAPD's undercover operations building. This building houses SAPD narcotics offices and is not commonly known to the public as a law enforcement facility. The building has indoor "bay" type parking suitable to the MRAP. In addition, this building is fully alarmed and video monitored 24/7.
8. *LEA's must certify that they have a Training Plan/Safety Standards which covers the use of the requested equipment.* The SAPD certifies that we have an adequate training plan in place that covers all the necessary safety and operational protocols, including adequate record keeping requirements.
9. *Do you currently have any controlled equipment? Yes or No? (If yes please list all tactical vehicles, civilian or military aircraft, controlled property, and the corresponding quantities):* No, the SAPD currently does not possess any of the listed controlled equipment.
10. *Type of controlled equipment requested (quantity, size, and capability):* SAPD is respectfully requesting the award of one MRAP 6 wheeled vehicle. The 6x6 appears to be most suitable for the terrain and intended uses by SAPD for critical incident/SWAT deployment. The larger interior and available space will allow a full team and associated equipment to be transported without issue. The slightly higher profile and additional drive axle will prove beneficial in the rugged areas outside the city limits. The MRAP 6 wheeled vehicle's design is perfectly suited for the rocky hills and semi-desert conditions of West Texas. In lieu of the MRAP 6 wheeled vehicle, SAPD would more than willingly accept the award of the MRAP 4 wheeled vehicle. While not quite as large or robust, the 4x4 would adequately provide the armored protection for deployment of SWAT personnel during a critical incident. Either vehicle would provide an excellent critical incident platform from which to perform critical incident tactics.
11. *Has a grant or request for any controlled equipment been approved by the Department of Justice, Department of Homeland Security, or any other Federal agency? Has any prior application for controlled equipment been denied by a Federal agency during the past three years, and, if so, provide the reason for denial? Under what program and what agency was the grant request for controlled property denied?* No grants for any controlled equipment have been approved and no prior applications for controlled equipment have been denied by any agency.
12. *Does the agency have the fiscal wherewithal to support the operation of the resource being requested? Describe the amount of funding and how it is provided. (parts, tools, diagnostic equipment, etc.):* The City of San Angelo (City) understands and is fully committed to providing the financial resources necessary to maintain and utilize the MRAP in accordance with best practices. City maintains a fully staffed and equipped vehicle maintenance division that is both willing and capable of servicing and

maintaining the MRAP. In addition, City has agreed to purchase any diagnostic equipment that is reasonably necessary to facilitate proper maintenance. City also agrees that highly specific training will be necessary for any maintenance personnel and fully agrees to locate and maintain that level of proficiency among the vehicle maintenance division staff. The level of funding will be based on the actual requirement of the vehicle and will be budgeted by SAPD annually using general fund revenue.

13. *Certify agency has received their civilian governing body's review and approval or concurrence of the LEA's acquisition of the requested controlled equipment.* SAPD received approval for the acquisition from the San Angelo City Council on January 5, 2016.
14. *Has the LEA been found to be in violation of a Federal civil rights statute or a programmatic term during the past three years, and, if so, whether any disposition was reached or corrective actions were taken?* SAPD have not been found to be in violation of any Federal civil rights statutes or a programmatic term during the past three years.
15. *Is the requested resource an aircraft? If the answer is yes, provide the number of Certified Pilots and type of certification (for what type of aircraft) they hold? (Provide copy of all pilots license). If the agency has other aircraft, provide estimated number of hours per year? Number of missions per year? (If agency currently does not have any aircraft, give an estimated number of hours/missions).* SAPD is not requesting any aircraft.

AGENCY CHIEF EXECUTIVE  
OFFICIAL:

\_\_\_\_\_  
Tim R. Vasquez, Chief of Police  
San Angelo Police Department

\_\_\_\_\_  
Date

AUTHORIZED OFFICIAL:

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

\_\_\_\_\_  
Date

Attest by:

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

Approved as to Content:

\_\_\_\_\_  
Tracy Fincher, Vehicle POC

Approved as to Form:

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

First public hearing and consideration of an ordinance amending Appendix A, Article A8.000, Subsection A8.007 Water Billing Charges - (Presentation by Water Utilities Director Bill Riley)

## **Summary/History:**

The proposed amendment will modify City Ordinance to allow the utility to turn over delinquent accounts to a third party collection agency and place the burden of the collection fee (20% of unpaid balance) on the collection account instead of the Water Utilities department. The collection agency will also be reporting these owed monies to the credit reporting agencies (i.e. Equifax, etc.)

The City had a similar provider until 2010 when the business folded. The City absorbed all collection cost with the previous provider. Currently, all collections for the Municipal Statement are performed by the Customer Service and Municipal Court departments. There is currently over \$2.3 million in collections.

## **Financial Impact:**

Over \$2.3 million currently in collections as handled by Customer Service and Municipal Court.

Placing the collection fee (20% of unpaid balance) on the customer relieves the Water Utilities department of this financial burden.

## **Other Information/Recommendation:**

Staff recommends the ordinance amendment be adopted and become effective upon the date of adoption.

## **Attachments:**

1. Ordinance Amendment 14-432\_WU\_FEE\_SCHEDULE\_COLLECTION\_FEE2.docx

## **Presentation:**

First Reading of Ordinance Change for Water Billing Charges

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Strube, Allison | Created/Initiated |
| Riley, Bill     | Approved          |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |





**AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE", ARTICLE A8.000, "UTILITY RELATED FEES", SECTION A8.007, "WATER BILLING CHARGES", SUBPART (a) "DELINQUENT ACCOUNTS; OTHER CHARGES", BY ADDING A COLLECTION FEE FOR DELINQUENT WATER UTILITY ACCOUNTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of San Angelo Code of Ordinances, Appendix A "Fee Schedule", Section A8.007, "Water Billing Charges", subpart (a) "Delinquent Accounts; Other Charges", subparagraph (1), provides that any water utilities bill not paid within twenty-eight (28) days after the billing date shall be deemed delinquent and a late charge of twenty-five dollars (\$25.00) shall be added to the account for the expense of handling the delinquent account; and,

WHEREAS, the City after handling a delinquent account and the account remaining delinquent, may turn the account over to a third party engaged by the City for collection of delinquent accounts for a fee equal to twenty percent (20%) of sums collected; and,

WHEREAS, City desires to amend Section A8.007 "Water Billing Charges", subpart (a) Delinquent Accounts; Other Charges", by adding an additional fee for each delinquent, closed Water Utility account at the time the account is turned over to a third party engaged by the City for collection of such accounts, for recovery of such costs of collection;

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

Section 1. Appendix A "Fee Schedule" of the City of San Angelo Code of Ordinances, Article A8.00 "Utility Related Fees", Section A8.007 "Water Billing Charges" subpart (a) "Delinquent Accounts; Other Charges" is amended by adding subparagraph (4) to read as follows:

"(4) A charge will be added to a customer's account for each delinquent, closed account at the time the account is turned over by the Water Utilities Department to a third party engaged by the City for collection of such accounts in a sum equal to twenty percent (20%) of the total sum payable on the account."

Section 2. The terms and provisions of this ordinance shall be deemed to be severable in that if any portion of this ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this ordinance.

Section 3. This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the \_\_\_\_ day of \_\_\_\_\_ 2016, and finally PASSED,  
APPROVED and ADOPTED on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANGELO**

BY: \_\_\_\_\_  
Dwain Morrison, Mayor

ATTEST:

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

**Approved as to content:**

**Approved as to form:**

\_\_\_\_\_  
Bill Riley, Director of Water Utilities

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



Requestor: Anthony Wilson, Public Information Officer, Public Information, (325) 481-2727

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Discussion and possible consideration of City logo following results of public online survey - (Presentation by Public Information Officer Anthony Wilson)

## **Summary/History:**

The City Council on Dec. 1 approved a slate of 14 City logo options for the public's consideration in an online survey. The survey was conducted on the City's website and through Dec. 28 had garnered more than 2,000 responses.

The results will be announced at the Jan. 5 Council meeting and the City Council will be asked to ratify the public's choice.

## **Financial Impact:**

None. There has been no expenditure of City funds in the creation of the proposed logo designs. Neither was there any expenditure associated with the survey. If a new logo is adopted, the old logo will be phased out and replaced with the new brand as assets (vehicles, uniforms, stationary, signage) are retired and replaced.

## **Other Information/Recommendation:**

Staff recommends the City Council accept the results of the public online survey and act accordingly.

## **Attachments:**

## **Presentation:**

PI Logo Results PP

## **Approvals/Reviews:**

|                 |                   |
|-----------------|-------------------|
| Wilson, Anthony | Created/Initiated |
| James, Theresa  | Approved          |
| Carriger, Tina  | Approved          |
| James, Theresa  | Approved          |
| Dunn, Becky     | Approved          |
| Kendrick, Bryan | Final Approval    |

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Approval of proposed terms of an agreement with the Concho Cruises concession at Lake Nasworthy - (Presentation by Parks & Recreation Director Carl White)

## **Summary/History:**

We seek City Council's direction regarding the Concho Cruises concession agreement.

The recent agreement expired Spring 2015. The terms included: 5 years, annual fixed payment (which escalated and ended at \$3,000), percentage payment of 6% of gross receipts and a use area defined in the First Amendment.

Mr. Nickell has asked for the following terms in a new agreement: an agreement to 2030, a flat annual payment of \$6,000 (with no escalation), no additional percentage payment and an expanded use area.

Staff supports the renewal of an agreement, but not with the requested terms. We support an agreement under the original terms. If additional space is requested, then the annual fee should increase. We are not opposed to the current property being used that was not in the agreement to be used, but it should be fenced at Concho Cruises' expense. (See images from the presentation. It is the area currently being used for storage and parking of boats).

The Parks and Recreation Advisory Board discussed the potential Gateway development at Mary E. Lee Park, the Concho Cruises current location and fencing the area currently used for storing vessels. The Board also discussed agreement and payment options and passed a motion to recommend the approval of a new agreement with Concho Cruises for 5 years with the two options to renew the agreement for 5 more years with consideration of additional property use, fencing the additional property and Council approving negotiated payment terms.

## **Financial Impact:**

There is no cost to the City for renewing the Concho Cruises agreement. The City would receive a negotiated annual payment.

## **Other Information/Recommendation:**

Staff recommends the following: renew the Concho Cruises agreement with an initial 5-year term with (2) 5 year extension options; require an annual payment of \$6,500 for the first 5-year term (total of \$32,500); increase the annual payment to \$7,000 for the second 5-year term; increase the annual payment to \$7,500 for the third 5-year term; add the additional space to the agreement for vessel parking; and require the screening of this additional space with a fence at Concho Cruises' expense.

## **Attachments:**

1. Requested Agreement Terms Concho Cruises      Requested New Agreement Terms.pdf

2. Concho Cruises Agreement Presentation

Concho Cruises Agreement Presentation Jan 5, 2016.pptx

**Presentation:**

Verbal/PowerPoint

**Approvals/Reviews:**

White, Carl

White, Carl

James, Theresa

Carriger, Tina

James, Theresa

Dunn, Becky

Kendrick, Bryan

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**LAKE NASWORTHY**  
**CRUISE BOAT CONCESSION AGREEMENT**

This Concession Agreement (hereinafter "Agreement") effective the 1<sup>st</sup> day of January, 2016 is entered into by and between the CITY OF SAN ANGELO, TEXAS, a Texas home-rule municipal corporation, acting by and through its duly authorized representative, hereinafter called "City," and WAYNE NICKELL D/B/A CONCHO CRUISES, hereinafter called "Concessionaire."

1. Grant of Privilege and Description of Premises. The City hereby grants to Concessionaire a privilege to operate a cruise boat concession (hereinafter "Concession") on Lake Nasworthy, San Angelo, Tom Green County, Texas, and on all the premises on the banks of Lake Nasworthy that he is currently using, including the area that is currently behind the Lake concession area, and that is depicted on **Exhibit "A"**, attached hereto and made a part of this Concession Agreement as if fully set forth herein, or as may otherwise be agreed to from time to time by the City Manager or his designee and Concessionaire and evidenced in writing executed by the parties (hereinafter referred to as "concession area" or "premises"). The privilege to operate a cruise boat concession is limited by the specific exclusion of the sale of any alcoholic beverage. The parties hereto mutually agree that the sale of any alcoholic beverage by the Concessionaire will be deemed to be a breach of this Agreement.
2. Hours of Operation. Concessionaire's cruise boat operation shall be open to the public on regular days and during regular hours that it deems prudent, and in compliance with the terms and conditions of this Agreement. Concessionaire's cruise boat operation includes all of Concho Cruise's boats.
3. Term. This Agreement is for a period of fifteen (15) years commencing on the 1<sup>st</sup> day of January, 2016, and ending on the 31<sup>st</sup> day of December, 2030, unless sooner terminated by mutual agreement of the parties or as otherwise provided herein. This Agreement is subject to annual review by the City for Concessionaire's compliance with its terms and conditions, and may be terminated for cause as provided for herein.
4. Consideration.

For the privilege contained herein, Concessionaire agrees to make the following payments to the City:

- A. Flat Annual Fee. The sum of \$6,000.00 payable in quarterly installments of \$1,500.00 each, the first quarterly installment being due and payable on January 1, 2016, and the others quarterly on the 1<sup>st</sup> day of April, July, October, and January of each year until the term expires.
- B. Place of Payment. All payments to City shall be made at: City of San Angelo Water Utilities Department, 72 W. College, San Angelo, Texas 76903, or at such other place as City may from time to time designate by written notice to Concessionaire.

- C. Delinquent Payments. For any payments not made on or before the 10<sup>th</sup> day of the month that the payment becomes due, Concessionaire agrees to pay a late fee as allowed by Appendix A, Article 6 of the City of San Angelo Code of Ordinances.
- D. Prorated Credit. City shall grant Concessionaire a prorated credit calculated as a percentage of the annual flat fee paid for any particular year. This prorated credit will be given on January 1<sup>st</sup> of each year for the previous year in which there are days the level of Lake Nasworthy at the inlet dropped below elevation 1868.5 feet, as determined by the City:  $\text{Flat Annual Fee} \times [\text{number of days inlet water elevation was below } 1868.5 \div 365] = \text{credit amount}.$
5. Special Conditions. Concessionaire agrees to the following conditions and agrees it will abide by the same during the term of this Agreement:
- A. Maintenance. All boats, equipment, docks, parking areas, and other facilities associated with Concessionaire's operations, will be continuously maintained at Concessionaire's sole expense in good, safe operating order, free from discoverable defects and in clean, neat and attractive condition, inside and outside.
- B. Sanitation. The premises will be kept in a safe, clean and orderly condition at all times in compliance with applicable federal, state and local laws and regulations. The premises will be cleaned after each day's operation, and all refuse will be removed daily.
- C. Improvements/Equipment. The Concessionaire shall furnish and install, at its own expense, improvements and equipment at the concession site. The Concessionaire shall first secure written approval from the City before installation or construction is commenced on any improvement or equipment. Portable equipment, supplies and materials shall remain the property of the Concessionaire and subject to applicable taxation. Permanent improvements and equipment, such as, but not limited to, piers, docks and buildings, permanently attached to the premises so that they may not be removed without damage, shall become the property of the City upon installation, shall not be taxable to the Concessionaire, and shall not be removed by the Concessionaire upon termination of this Agreement. Concessionaire shall be responsible for the continuous maintenance of any such permanent improvement during the term of this Agreement.
- D. Signs. Concessionaire may post in a conspicuous place on the premises signs relating to its ticket prices and other charges. No other advertising signs are permitted at the concession site without the prior written consent of the City. All signs must comply with City sign ordinances.
- E. Service. Concessionaire shall furnish good, prompt and efficient service on a fair and reasonable basis. Concessionaire shall maintain competent and sufficient personnel, neatly clothed, on duty during all hours of operation as reasonably necessary to accommodate the public. The City reserves the right to require all personnel to be

identified by conspicuous badge or other marking on clothing while on the premises or while on duty.

- F. Restrictions/Laws. The City may prohibit concession activities and may require the removal of boats from the concession site at certain times or in certain areas due to events then occurring or about to occur in the vicinity of the concession area. The city shall not unreasonably impose such restrictions. The City's decision to impose any such restriction or the timing and duration of such, shall be in the sole discretion of the City. The Concessionaire shall comply with all such restrictions, applicable rules, regulations and laws of the United States, the State of Texas, and the City, and shall use the premises for no unlawful purposes whatsoever.

Concessionaire and his patrons shall be subject to payment of applicable entrance fees. Concessionaire shall ensure that patron parking and boarding do not unreasonably interfere with public use of roads or parking areas, or public access to park grounds.

- G. Delivery of Supplies. The Concessionaire shall arrange for the delivery of supplies used by it at the concession area at times and in a manner so that such deliveries do not create congestion or an undue interference with the regular operation and maintenance of the area.

6. General Conditions. The parties agree to the following general conditions:

- A. Indemnification and Insurance. Concessionaire agrees to the indemnification and insurance provisions specified on **Exhibit "B"** which is attached hereto and incorporated herein as part of this Agreement.
- B. Reversion of Unused Area. In the event that Concessionaire shall fail to utilize any part of the concession area on a regular basis for a continuous period of six (6) months or more, said part, which could include all of the concession area, shall be deemed to have been abandoned by the Concessionaire, and the use thereof shall revert to the City, whereupon Concessionaire shall be deemed to have relinquished all right to possession or use of that part or all of the concession area.
- C. Termination. In the event that Concessionaire shall default in any term or obligation of the Concessionaire under this Agreement, and remain in default without remedying or without diligently taking substantial steps to remedy the same for a period exceeding ten (10) consecutive days after written notice of such default to Concessionaire, City shall have the right to terminate this Agreement by giving written notice thereof to Concessionaire.

The acceptance of monies due the City for any period or periods after a default of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of the default by the City. No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept and observed by the



Concessionaire shall be construed to be a waiver or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Concessionaire.

- D. Delivery of Premises. Upon termination of this Agreement, Concessionaire shall peacefully deliver the use and possession of the premises in good order, condition and repair, reasonable wear and tear excepted.
- E. Relationship of Parties. It is understood and agreed that nothing herein contained shall be construed as creating or establishing a relationship of agency, partnership or joint venture between the parties hereto, or as appointing or designating the Concessionaire as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Concessionaire is to be and shall remain at all times with respect to this Agreement an independent contractor.
- F. No Waiver. Failure of City to insist in any instance upon a strict performance by Concessionaire of any of the provisions, conditions or terms of this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by Lessor of any of the provisions, conditions or terms of this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.
- G. Invalid or Illegal Provision. If any one or more provisions of this Agreement 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 Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- H. Paragraph 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 Agreement.
- I. Notices. Any notices given to the parties shall be sufficient upon personal delivery or if sent by certified mail to the following addresses:

City: City of San Angelo  
Attn: Water Utilities Director  
72 W. College  
San Angelo, TX 76903

Concessionaire: Wayne Nickell  
P.O. Box 60014  
San Angelo, Texas 76906

- J. Amendment. No amendment, modification or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and fully executed by the parties hereto or their respective successors or legal representatives.
- K. No Assignment. This Agreement shall not be assigned or sublet without prior written approval of the City.
- L. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas, where venue shall lie.
- M. Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties hereto. Any oral representations or modifications hereinbefore or hereinafter made concerning this Agreement shall be of no force and effect, provided however, the Agreement may be amended by the parties hereto as provided herein.

Executed in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SAN ANGELO

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

ATTEST:

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

STATE OF TEXAS                   §  
COUNTY OF TOM GREEN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation, on behalf of said corporation.

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

CONCESSIONAIRE

By: \_\_\_\_\_  
Wayne Nickell

STATE OF TEXAS                   §  
COUNTY OF TOM GREEN       §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015 by Wayne Nickell dba Concho Cruises.

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

Approved as to form:

Approved as the content:

BY: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

By: \_\_\_\_\_  
Bill Riley, Director Water Utilities

# Lake Nasworthy Cruise Boat Concession Agreement

Exhibit "A"

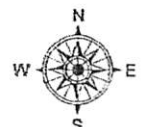


Copyright: 2013  
Author: COSA GIS Division  
Date Saved: 3/26/2013 8:51 54 AM  
Document Path: I:\parkslwork\arealconcho\_cruises\_agreement.mxd

**Concho Cruises**  
2138 Mary E. Lee RD.  
San Angelo, TX 76904



GIS Division



1 inch = 50 feet

## **Exhibit "B"**

### **1. Indemnification.**

- 1.1 General Indemnification. Contractor agrees to indemnify, defend, 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 Contractor 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 Contractor, its agents or employees, or the joint negligence of Contractor and any other entity, as a consequence of its execution or performance of this Contract or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Contract as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.
- 1.2 Environmental Indemnification. Contractor agrees to indemnify, defend 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 or resulting from or arising out of Contractor's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Contractor's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Contractor specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Contractor regardless of when such incident is discovered. Contractor shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Contractor 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.
- 1.3 Prospective Application. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract 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 Contract 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 Contractor in performing under this Contract.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

2.1.1 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.

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

2.1.3 Waiver of Subrogation. Contractor 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.

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

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

2.1.6 SubContractors' Insurance. Contractor shall cause each SubContractor and Sub-subContractor of Contractor to purchase and maintain insurance of the



types and in the amounts specified below. Contractor shall require SubContractors and Sub-subContractors to furnish copies of certificates of insurance to Lessor's Risk Manager evidencing coverage for each SubContractor and Sub-subContractor.

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

- 2.2.1 Commercial General Liability. This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, board form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$500,000.00 General Aggregate  
\$500,000.00 Products- Completed Operations Aggregate  
\$500,000.00 Personal & Advertising Injury  
\$500,000.00 Each Occurrence  
\$ 50,000.00 Fire Damage (any one fire)

- 2.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$500,000.00 Combined Single Limit or Separate  
Limits in the amount of  
\$250,000.00 Per person  
\$500,000.00 Per Occurrence  
\$100,000.00 Property Damage

- 2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's

liability. Coverage shall not be less than:

|                  |                                              |
|------------------|----------------------------------------------|
| Statutory Amount | Workers' Compensation                        |
| \$100,000.00     | Employer's Liability, Each Accident          |
| \$500,000.00     | Employer's Liability, Disease- Policy Limit  |
| \$100,000.00     | Employer's Liability, Disease- Each Employee |

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

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

- 2.2.7 Liquor Liability. This insurance shall be in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be as follows:

|                |                                        |
|----------------|----------------------------------------|
| \$1,000,000.00 | Combined Single Limit, each occurrence |
|----------------|----------------------------------------|

- 2.2.8 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; 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.

|                |                  |
|----------------|------------------|
| \$1,000,000.00 | Per loss         |
| \$1,000,000.00 | Annual aggregate |



**“CITY” can also be known as “Lessor”**

**“CONTRACTOR” can also be known as “Concessionaire”**

**“CONTRACT” can also be known as “Agreement” or “Contract”**

**“PREMISES” can also be known as “Contracted Premises”, “Concession Area”, or “Premises”**

---

Concessionaire

---

City



# City Council Meeting

January 5, 2016



# Concho Cruises Agreement

- Approval of proposed terms for an agreement with the Concho Cruises concession at Lake Nasworthy.





Lake Nasworthy







Mary E Lee Park





Concho Cruises Operation







Concho Cruises Operation







Concho Cruises Operation





Questions? Call Us! (325) 481-3210

# Concho Cruises

HOME  
Welcome

ABOUT US  
Who We Are

OUR SERVICES  
What We Do

CONTACT US  
Where We Are



Your wedding will be even more memorable out on the beautiful Concho River with your friends and family! Give us a call today! (325) 481-3210

## Boat Rentals



Many of our customers love joining us on a cruise for all kinds of events because they

## Party Cruises



Having a party at home or even at a banquet hall can be great, but will it ever be as great

## Wedding Packages



These days it seems like everyone is trying to make their wedding a little different.



# Concho Cruises Agreement

- Recent Agreement Terms:
  - Term – May 1, 2010 to April 30, 2015 (no extension, no holdover).
  - Annual fixed base payment of \$3,000.
  - Percentage payment, 6% of gross receipts.
  - Use area of agreement defined in the 1<sup>st</sup> amendment.
  - No alcohol sales.



# Concho Cruises Agreement

- Requested Agreement Terms:
  - Term – new effective date to 2030.
  - Flat annual fee of \$6,000, no additional percentage payment.
  - Expanded use area.





# Concho Cruises Agreement

- Discussion:
  - Gateway plan for development of Mary E. Lee Park.
  - Use of area not in the agreement.
  - Positive comments on the dinner tours.
  - Parks and Recreation Advisory Board recommendation.



# Concho Cruises Agreement

- Staff Recommendation:
  - 5-year term with (2) 5-year extension options.
  - Add additional space to the agreement for vessel parking; require it to be screened.
  - \$6,500 annual payment for first 5 years, \$7,000 annual payment second 5 years, \$7,500 third 5 years.





# City Council Meeting

January 5, 2016



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

---



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

Meeting Date: January 5, 2016

Item type: Regular Item

---

## **Caption:**

Consideration of authorizing staff to develop plans for the renovation of the 29th street Sports Complex using half-cent sales tax funds in the amount of \$1,750,000 designated for this purpose - (Presentation by Recreation Manager Brent Casey)

## **Summary/History:**

29th Street Sports Complex is a leased property from the US Army Corps of Engineers (Corps), developed in the 1970's. The property was once the home of San Angelo Girls Fast Pitch Association (SAGFA). Northern Little League still utilizes 1 field for practice. Under agreement with the Corps, we are required to provide and maintain recreation facilities at the property.

The 2010 half-cent sales tax ballot included renovations of the complex w/\$1,750,000. There are two strong options for development of this property, as recommended by the Parks and Recreation Advisory Board. Option 1 is to improve it as a location for much-needed practice fields and space. Option 2 is to improve it to serve as the new home for Northern Little League, pending their commitment to relocate. If option 2 is achieved, the existing Northern Little League Fields on Junius Street would become practice fields.

Staff supports this recommendation and we seek Council's approval to move forward with either option. Prior to design of the improvements, we would let Northern Little League decide if they would like to have the complex for their new home. If so, we would renovate it for that purpose. If not, then we would design the improvements to serve as a flexible complex for practice, tournament overflow and for Recreation's own programs. With the addition of additional fields, Recreation could grow some of our new leagues such as kickball, off-season girls' fast pitch and off-season baseball for older boys.

## **Financial Impact:**

Funds for the project would come from half-cent sales tax funds dedicated for this purpose in the amount of \$1,750,000 as approved by the voters on the 2010 ballot. Funds have been allocated and a budget amendment is pending.

## **Other Information/Recommendation:**

## **Attachments:**

1. 29th Street Sport Complex

29th St Complex slides.pdf

## **Presentation:**

Brent Casey

## **Approvals/Reviews:**

Casey, Brent  
White, Carl  
James, Theresa  
Carriger, Tina  
James, Theresa  
Dunn, Becky  
Kendrick, Bryan

Created/Initiated  
Approved  
Approved  
Approved  
Approved  
Approved  
Final Approval



# 29<sup>th</sup> Street Sports Complex

- Consideration of recommending improvements to the “29<sup>th</sup> Street Sports Complex” using half-cent sales tax funds.





29<sup>th</sup> St. Sports Complex



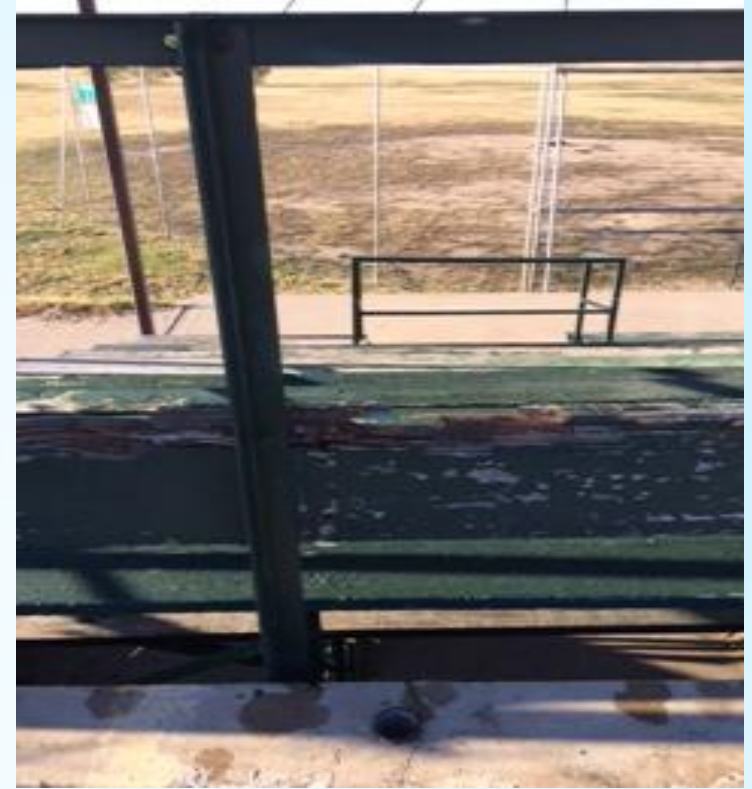
# 29<sup>th</sup> Street Sports Complex

- 29<sup>th</sup> Street Complex is currently unusable for competitive play, limited use for practices.
- Our vision is to completely redo the complex with 5 fields.
- Funds allocated from the ½ cent sales tax to be utilized to make 29<sup>th</sup> Street Complex an asset to the city.
- Will require renovations throughout the complex.





# 29<sup>th</sup> Street Sports Complex



# 29<sup>th</sup> Street Sports Complex



## 29<sup>th</sup> Street Sports Complex

- Park and Recreation Board recommendation was to take to City Council for approval of improvements not to exceed \$1.75M.
- Northern Little League is interested in adopting as their main complex.....If in better condition.
- Possible rental agreement such as the one with Southern Little League using TBSC. Northern would still have to vote and get approval by their board.



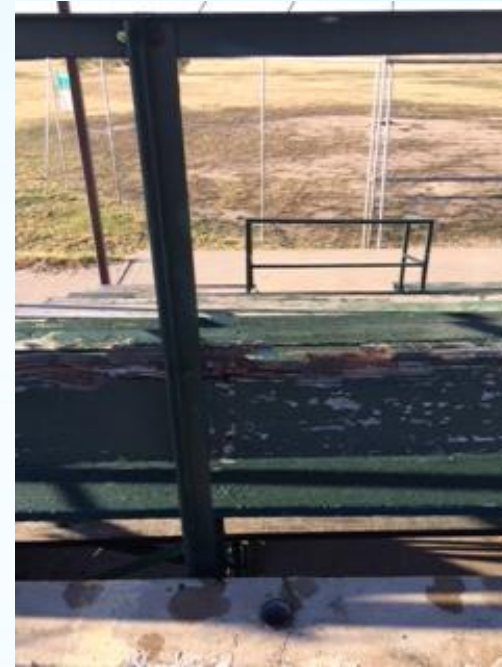
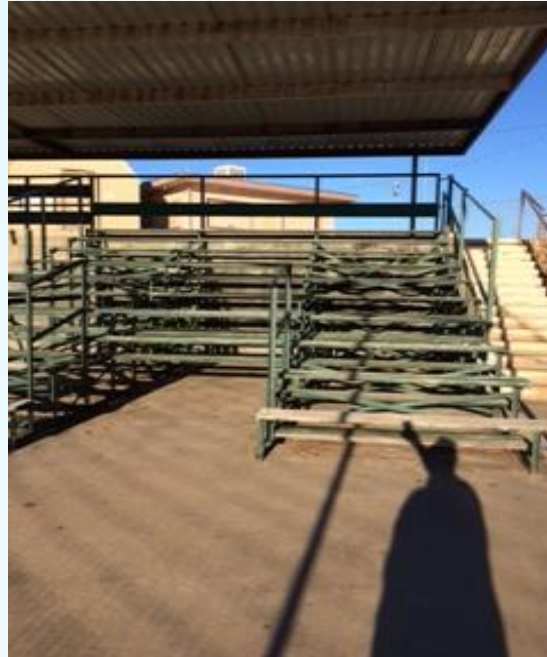
## **29<sup>th</sup> Street Sports Complex**

- Bleachers are in poor shape, would replace.
- Concessions and restrooms would need to be reconstructed.
- Lights would need to be added to all fields and parking lot.
- Fencing would need to be taken out and reconstructed.
- Infields would need to be redone.
- Parking lots would need to be redone.





# 29<sup>th</sup> Street Sports Complex

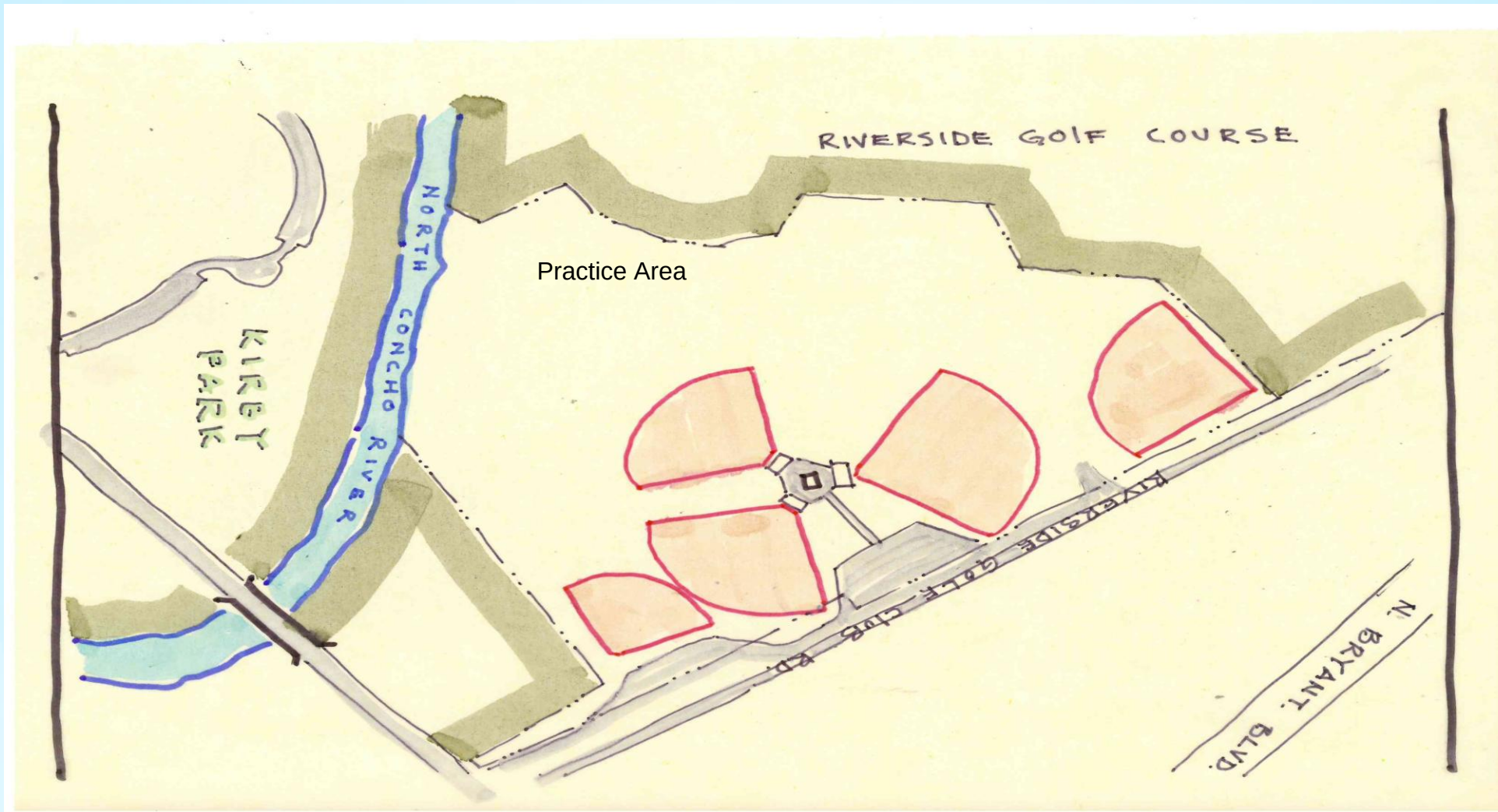


## 29<sup>th</sup> Street Sports Complex

- Hopes would be to utilize 5 fields after constructions is complete.
- 4 fields for play, one for practice.
- 3 fields with fence at 225' to allow little league and fast pitch play.
- Junior/Senior field currently being used as a practice field (fence of 315'). Recommendation to convert this field into a multi-purpose field.



# 29<sup>th</sup> Street Sports Complex





## 29<sup>th</sup> Street Sports Complex

- We recommend developing the lower property along the river for practice areas for soccer/football. Lots of great space there. Would need a little work, possibly leveling and planting turf. Would make for much needed space for practices.
- Property is owned by the US Army Corps of Engineers.



# 29<sup>th</sup> Street Sports Complex

- Questions



## Kendrick, Bryan

**Subject:** FW: City of San Angelo, TX Boards and Commissions application

**NOTE:** This application is information of public record.

Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

### 1. Personal information

**Name:** Jenie Wilson  
**Address:** 2306 Colorado Avenue  
**ZIP code:** 76901  
**Home/mobile phone:** 325-656-3950  
**Office/mobile phone:** 325-653-8056  
**Resident of San Angelo since (year):** 1975  
**City Council Single-Member District in which you reside:** SMD 5  
**Registered San Angelo voter? (yes or no)** yes  
**Occupation/business affiliation:** Concho Valley PAWS  
**Occupation/business address:** 4001 Sunset Dr., Ste. 1072  
**Title/position:** Executive Director  
**Email:** jenie@conchovalleypaws.org

### 2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

(o) Yes

### 3. Date

12/28/2015

### 4. Applying for:

**NOTE:** Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.

(o) Animal Shelter Advisory Committee\*

### 5. Recommended by:

**(Name):** James Flores

### 6. Based on your board selection, do you meet the membership criteria?

(o) Yes

### 7. If so, which criteria?

I am a citizen residing within the city limits of San Angelo, Texas that represents companion animal welfare and rescue through my professional affiliation with Concho Valley PAWS.

**8. Tell us about yourself.**

**Education and/or professional licenses:**

I am a lifelong resident of San Angelo, Texas. I studied at Angelo State University. In 2008, I became involved in companion animal rescue as the regional responder for the national rescue, STFBR. The operational base for that rescue is in Jacksonville, Florida but the rescue network spans the east coast from New York to Florida, Georgia and Texas. It was during my work with this agency that I learned of the local need for organized companion animal rescue. I was offered the position of Executive Director of the Humane Society of Tom Green County in October 2009. The HSTGC has transitioned and transformed to Concho Valley PAWS, a no-kill animal advocacy organization whose focus is spay and neuter education and incentives, shelter pet rescue and education. We provide over 1,700 low cost or free spay and neuter procedures each year and rescue and rehome approximately 1,000 cats and dogs.

**Current municipal and civic organization memberships (positions and dates):**

I served on the Animal Services Advisory Board in 2011.

In 2007, I was the recipient of the National Jefferson Award for Public Service as recognition for my work establishing Big Brothers Big Sisters in San Angelo, TX.

In 2004 & 2004 I volunteered on the United Way Community Investment Council.

**Previous municipal experience (positions, dates, where):**

Chairman of the Animal Services Advisory Committee 2010-2011, San Angelo, Texas.

**What personal qualifications can you bring to the board?**

I am very diplomatic. I believe that to achieve anything of lasting value in a community you must be willing to collaborate and cooperate. As a grant writer for my organization, I do a great deal of research and educate myself on programs that have brought other communities success in regards to decreasing euthanasia rates and reducing the costs of running municipal shelters.

**What is your personal vision for the City?**

I would love to see San Angelo become a pet friendly community of which we can all be proud. Our animal overpopulation crisis is the result of an uneducated populace and the sad result is over 6,000 animals being killed annually and dumped at the local landfill. The shelter is a representation of the community itself, and I'd love to be a part of anything that can transform our city into a community of responsible pet owners that value life and commitment. I think that with policy, procedures and education this can be accomplished. It has been done in other communities across the nation.

**Why do you want to serve on this board?**

I want to volunteer my time to help. I think a board of quality individuals willing to communicate honestly and collaborate could be a great benefit to this community by supporting the city in its efforts to improve in regards to animal issues and I'd love to be a part of that.

I am very pleased with the changes that have taken place at the shelter since Robert Salas and James Flores were put in charge. To me, it is an exciting time of potential for our community and I want to make myself available to help.

**Is there anything else you would like to share about yourself?**

Companion animal rescue is my passion. I am blessed to have some amazing mentors and contacts throughout the state and nation who share my passion and their experiences. I enjoy researching programs and looking for ways to collaborate to achieve a common goal. I am very aware that we can not truly achieve change in the companion animal world without everyone working together.

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



Thank you,  
**City of San Angelo, TX**

---

**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

**From:** [info@cosatx.us](mailto:info@cosatx.us)  
**To:** [Kendrick, Bryan](#); [Franco, Maria](#)  
**Subject:** City of San Angelo, TX Boards and Commissions application  
**Date:** Wednesday, December 30, 2015 11:37:52 AM

---

A new entry to a form/survey has been submitted.

**Form Name:** Boards and Commissions application  
**Date & Time:** 12/30/2015 9:37 AM  
**Response #:** 36  
**Submitter ID:** 6210  
**IP address:** 74.195.55.216  
**Time to complete:** 12 min. , 10 sec.

---

#### Survey Details

---

##### Page 1

---

**NOTE: This application is information of public record.**

**Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.**

#### 1. Personal information

**Name:** Brian Stevens  
**Address:** 4501 Rockwood  
**ZIP code:** 76905  
**Home/mobile phone:** 325-650-4912  
**Office/mobile phone:** 325-949-6557  
**Resident of San Angelo since (year):** 1980  
**City Council Single-Member District in which you reside:** District 5  
**Registered San Angelo voter? (yes or no)** Yes  
**Occupation/business affiliation:** Owner of Arden Animal Clinics  
**Occupation/business address:** 3402 Arden Rd. Ste. B  
**Title/position:** Veterinarian  
**Email:** bstevens\_4@yahoo.com

- 2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims**

incident to the verification of information contained herein.

(o) Yes

**3. Date**

12/30/2015

**4. Applying for:**

**NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.**

(o) Animal Shelter Advisory Committee\*

**5. Recommended by:**

**(Name):** Mayor Dwain Morrison

**6. Based on your board selection, do you meet the membership criteria?**

(o) Yes

**7. If so, which criteria?**

I am a licensed veterinarian and understand animal health and welfare.

**8. Tell us about yourself.**

**Education and/or professional licenses:**

I graduated with a bachelors degree of science from Angelo State University in 2003, then continued my education at Texas A&M University to obtain my doctorate in veterinary medicine. I have been serving the San Angelo community as a mixed animal practitioner for the past 8 years.

**Current municipal and civic organization memberships (positions and dates):**

n/a

**Previous municipal experience (positions, dates, where):**

n/a

**What personal qualifications can you bring to the board?**

I have experience in dealing with animal welfare issues and shelter medicine. I also have experience in dealing with disease control and how to address issues faced in a kennel setting.

**What is your personal vision for the City?**

My vision is to see the city prosper economically and for the city majority to be heard. The vision of one person should never over shadow the vision of the majority.

**Why do you want to serve on this board?**

Many of the policies implemented by this board directly affect animal welfare and also greatly impact the veterinary community in San Angelo. I intend to be a voice for the veterinary community, as well as an advocate for the well being of animals in San Angelo. There is a huge disconnect between the city shelter and the veterinary community. My goal is to aid the city in resolving this issue in order to better serve the citizens and their animals.

**Is there anything else you would like to share about yourself?**

I thoroughly enjoy helping my clients and their animals on a daily basis. From routine check ups to equine colic surgeries, I have been given many opportunities to give back to the San Angelo community by donating my time to service organizations such as San Angelo Stock Show & Rodeo, Angelo State University Pre-Vet Club, Sonrisas, The West Texas Boys Ranch and others. My affiliation with these organizations and pet owning citizens, I understand the animal needs of San Angelo.

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

Thank you,  
**City of San Angelo, TX**

---

**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**



## **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  
Mr. Johnny Silvas, 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

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, 2015:

**Gibson, Jeff -November 1, 2015 through October 31, 2017 (re-appointment)**  
**Kujawski, Linda–November 1, 2014 through October 31, 2017 (re-appointment)**  
**Spieker, Dianna–November 1, 2015 through October 31, 2017 (re-appointment)**  
**Trevino, Pat–November 1, 2015 through October 31, 2017 (re-appointment)**  
**Davenport-Herbst, Tim–November 1, 2015 through October 31, 2017 (new 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 Laws Relating Mental Health and Mental Retardation. Documentation (notarized meeting minutes where applicable) of the appointments should be sent to the Annette Hernandez, Chief Administrative Officer, 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.

## Ramirez, Alicia

**From:** webmaster@sanangelotexas.us  
**Sent:** Wednesday, April 23, 2014 4:51 PM  
**To:** Ramirez, Alicia; Franco, Maria  
**Subject:** City of San Angelo, TX Boards and Commissions application

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

A new entry to a form/survey you have subscribed to has been submitted.

**Form Name:** Boards and Commissions application  
**Date & Time:** 04/23/2014 2:51 PM  
**Response #:** 1  
**Submitter ID:** 133  
**IP address:** 74.197.30.172  
**Time to complete:** 16 min. , 11 sec.

### Survey Details

#### Page 1

**NOTE: This application is information of public record.**

**Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.**

#### 1. Personal information

**Name:** Faye Doepp  
**Address:** 1207 Wallace Ln  
**ZIP code:** 76905  
**Home/mobile phone:** 3256558145  
**Office/mobile phone:** 3256508665  
**Resident of San Angelo since (year):** 2004  
**City Council Single-Member District in which you reside:** 4  
**Registered San Angelo voter? (yes or no)** yes  
**Occupation/business affiliation:** Retired  
**Occupation/business address:** Halsted St, Chicago Heights  
**Title/position:** Receptionist  
**Email:** [fdoepp@suddenlink.net](mailto:fdoepp@suddenlink.net)

#### 2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.

☐ Yes

#### 3. Date

4/23/2014

#### 4. Applying for:

- |                                                                        |                                                         |
|------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Airport Advisory Board                        | <input type="radio"/> Animal Shelter Advisory Committee |
| <input type="checkbox"/> Civic Events Advisory Board                   | <input type="checkbox"/> Civil Service Commission       |
| <input type="checkbox"/> Construction Board of Adjustments and Appeals | <input type="checkbox"/> Development Corporation        |

- |                                                                                                                                                 |                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Design and Historic Review Commission                                                                                  | <input type="checkbox"/> Downtown Development Commission     |
| <input type="checkbox"/> Fort Concho Museum Board                                                                                               | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Planning Commission                                                                                                    | <input type="checkbox"/> Public Art Commission               |
| <input type="checkbox"/> Public Housing Authority                                                                                               | <input type="checkbox"/> Santa Fe Park Commission            |
| <input type="checkbox"/> Tax Increment Reinvestment Zone Board (additional membership requirements apply. See Code of Ordinance Article 2.4300) | <input type="checkbox"/> Water Advisory Board                |
| <input type="checkbox"/> Zoning Board of Adjustment                                                                                             |                                                              |

**5. Recommended by:**

(Name): Dr. John Russell

**6. Tell us about yourself.**

**Education and/or professional licenses:** High School Graduate

**Current municipal and civic organization memberships (positions and dates):** Crime Stoppers, Shannon Med Center Volunteer

**Previous municipal experience (positions, dates, where):** Board member Crime Stoppers 2004

**What personal qualifications can you bring to the board?** Have been a member in the past for 2 plus terms

**What is your personal vision for the City?** To help where help is needed

**Why do you want to serve on this board?** I enjoyed the time I served before, hopefully helped on all the issues.

**Is there anything else you would like to share about yourself?** I have time to give, to help issues that need to be addressed.

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

Thank you,  
City of San Angelo, TX

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.





APPLICATION FOR  
BOARDS and COMMISSIONS

Name: SCOTT ZARUBA  
Address: 110 LOGAN  
City: San Angelo (unless otherwise noted) Zip: 76903  
Phone (Home): 651-148 (Office): 658-2811  
Resident of San Angelo since: 1970  
Are you a registered voter of San Angelo? Yes: ☒ No: ☐  
Occupation or Business Affiliation: HOTEL MANAGER  
Occupation or Business Address: 2021 N. BRYANT BLVD  
Position: MANAGER - Inn of the Conchos  
Email: Azaruba@MSN.COM

Scott Zaruba  
Applicant's Signature

10-31-07  
Date

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

RETURN TO: City of San Angelo, c/o City Clerk, P O Box 1751,  
San Angelo, Texas 76902-1751

Applying for:

- ☐ Airport Advisory Board
- ☐ Animal Services Board
- ☒ Civic Events Board
- ☐ Civil Service Commission
- ☐ Development Corporation
- ☐ Construction Board
- ☐ Fort Concho Board
- ☐ Historic Prsv Commission
- ☐ Keep SA Beautiful
- ☐ Park Commission
- ☐ Planning Commission
- ☐ Public Art Commission
- ☐ Public Housing Authority
- ☐ Recreation Board
- ☐ River Corridor Commission
- ☐ Senior Service Adv Board
- ☐ TIRZ Board \*additional membership requirements apply-See Code of Ordinance, Article 2.4300
- ☐ Water Advisory Board
- ☐ Zoning Board of Adjustment

Recommended by:

Tell us about yourself. Feel free to use the back for more space.

Education and/or Professional Licenses: BA - PSYCHOLOGY - ASU

Current Municipal and Civic Organization Memberships (Positions & Dates): CVB Advisory Board  
SAN ANGELO Lodging ASSN., SAN ANGELO SALES Club (President)

Previous Municipal Experience (Positions, Dates, Where): \_\_\_\_\_

What personal qualifications can you bring to this board? Long time knowledge of the city,  
Sales / marketing skills,

What is your personal vision for the City? A safe place to raise a family - would like to  
see more tourism & convention business

Why do you want to serve on this board? I FEEL MY experience w/ conventions &  
concessions will be helpfull in this time of change in the Civic Events Dept.

Any thing else you would like for us to know? \_\_\_\_\_

For Office Use Only:

Appointed by: Lynn

CI/Co Appt/Reappt Date: \_\_\_\_\_

Term Dates: To \_\_\_\_\_

From \_\_\_\_\_

RECEIVED  
OCT 31 2007  
BY: [Signature]

**From:** [info@cosatx.us](mailto:info@cosatx.us)  
**To:** [Kendrick, Bryan](#); [Franco, Maria](#)  
**Subject:** City of San Angelo, TX Boards and Commissions application  
**Date:** Tuesday, December 29, 2015 12:50:32 PM

---

A new entry to a form/survey has been submitted.

**Form Name:** Boards and Commissions application  
**Date & Time:** 12/29/2015 10:50 AM  
**Response #:** 35  
**Submitter ID:** 6173  
**IP address:** 74.197.87.209  
**Time to complete:** 27 min. , 17 sec.

---

#### Survey Details

---

##### Page 1

---

**NOTE: This application is information of public record.**

**Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.**

#### 1. Personal information

**Name:** Maureen "Mo" Soupiset  
**Address:** 710 Montecito Drive  
**ZIP code:** 76903  
**Home/mobile phone:** (325) 374- 8585  
**Office/mobile phone:** n/a  
**Resident of San Angelo since (year):** 2001  
**City Council Single-Member District in which you reside:** #5  
**Registered San Angelo voter? (yes or no)** yes  
**Occupation/business affiliation:** stay home mom  
**Occupation/business address:** stay home mom  
**Title/position:** current stay home mom  
**Email:** mosoupiset@gmail.com

**2. By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims**

incident to the verification of information contained herein.

(o) Yes

**3. Date**

December 29, 2015

**4. Applying for:**

**NOTE: Specific membership requirements apply to boards/commissions marked with an asterisk. See the bottom page at [this link](#) for more details.**

(o) Animal Shelter Advisory Committee\*

**5. Recommended by:**

**(Name):** Liz Grindstaff

**6. Based on your board selection, do you meet the membership criteria?**

(o) Yes

**7. If so, which criteria?**

(5)resident of San Angelo and need not have any other affiliation

**8. Tell us about yourself.**

**Education and/or professional licenses:**

B.A. Goucher College, Baltimore, MD

**Current municipal and civic organization memberships (positions and dates):**

James Phillips Williams Memorial Foundation current board member.

San Angelo Project Graduation current board member.

**Previous municipal experience (positions, dates, where):**

Central High School PTO board member (2012-2014)

Lee Middle School PTO board member (2011- 2013)

**What personal qualifications can you bring to the board?**

I am an animal lover, active shelter volunteer, and want our shelter to be something our city is proud of.

**What is your personal vision for the City?**

For San Angelo to be a safe, active community where neighbors always help neighbors.

**Why do you want to serve on this board?**

I want to promote the health and welfare of our shelter animals and to be a part of the current changes happening at our shelter.

**Is there anything else you would like to share about yourself?**

My family has fostered shelter pups and we have been active shelter volunteers. My 16 year old son, Daniel, has completed two national "Make a Difference Day" projects in support of the shelter.

**The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all Members shall comply with the laws of the nation, the State of Texas, and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last**

**ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk at 325-657-4405.**

Thank you,  
**City of San Angelo, TX**

---

**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**