



**NOTICE OF SPECIAL WORK SESSION AND
REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**



Monday, April 10, 2017 - 6:30 PM

6:30 P.M. SPECIAL WORK SESSION:

- 1 Receive a presentation and discuss the management contract between the City of Lancaster and David Royar for Country View Golf Course.
- 2 Discuss and consider amending the City Economic Development Tax Incentive policy to include a Hotel Occupancy Tax (HOT) Funds Rebate to incentive lodging facilities with conference/convention amenities.

ADJOURN SPECIAL WORK SESSION

7:00 P.M. REGULAR MEETING:

CALL TO ORDER:

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Spencer W. Hervey, Jr.

PRESENTATION: Steel Dust

PROCLAMATION: National Public Safety Telecommunicators' Week

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

- 1 Consider approval of minutes from the City Council Regular Meeting held on March 27, 2017 and City Council Special Meeting held on April 3, 2017.
- 2 Consider a resolution approving the terms and conditions of the L-27 and L-29 ground leases at Lancaster Regional Airport.

- 3 Consider a resolution approving the terms and conditions of the City owned terminal building commercial lease with Skyline Aviation, Inc. from building 730 at Lancaster Regional Airport.
- 4 Consider a resolution accepting one (1) tract of land from the Carlton and Nancy Moffett Living Trust, by and through its Trustees and the Hamilton C. and Foy K. Moffett Family Trust, by and through its Trustees, Paul Moffett and Kathryn Barns, Owners, generally located on the Lancaster Original Town addressed as 106 State Street and being more particularly described in the Donation Special Warranty Deed.
- 5 M17-03 Consider an Ordinance abandoning a portion of a public use easement of approximately 7,334 square feet, 0.168 acres of land, in the City of Lancaster, Dallas County, Texas as a quit claim deed; and providing an effective date.

ACTION:

- 6 Discuss and consider a resolution of the City Council to support the Texas Department of Transportation's (TXDOT's) Dallas District recommendation to designate the new location freeway between Interstate 35E and Interstate 45 as State Loop 9.
- 7 Discuss and consider a resolution suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change to allow the city more time to review the application and decide on the final action, including settlement or denial of requested rate increase.
- 8 Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to HD Waste & Recycling, LLC.
- 9 Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Moore Disposal Inc.
- 10 Discuss and consider various ordinances of the City adopting the 2015 International Code Council (ICC) Code Series and the 2014 National Electrical Code for construction and amending the Lancaster Code of Ordinances as follows:
 - a) an ordinance amending chapter 6, article 6.04, division 2, building code, section 6.04.051 to provide for the adoption of the "international building code", 2015 Edition and section 3.102 to provide for the exceptions and amendments thereto;
 - b) an ordinance amending chapter 6, article 6.04, division 3, residential code, section 6.04.101 to provide for the adoption of the "international residential code", 2015 edition, and section 6.04.102 to provide for the exceptions and amendments thereto;
 - c) an ordinance amending chapter 6, article 6.04, division 4, electrical code, section 6.04.151 to provide for the adoption of the "natural electrical code", 2014 edition, and section 6.04.152 to provide for the exceptions and amendments thereto;
 - d) an ordinance amending chapter 6, article 6.04, division 5, plumbing code, section 6.04.201 to provide for the adoption of the "international plumbing code", 2015 edition, and section 6.04.202 to provide for the exceptions and amendments thereto;
 - e) an ordinance amending chapter 6, article 6.04, division 6, mechanical code, section 6.04.251 to provide for the adoption of the "international mechanical code", 2015 edition, and section 6.04.252 to provide for the exceptions and amendments thereto;

f) an ordinance amending chapter 6, article 6.04, division 7, property maintenance code, section 6.04.301 to provide for the adoption of the "international property maintenance code", 2015 edition, and section 6.04.302 to provide for the exceptions and amendments thereto;

g) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards", division 8 "existing building code," section 6.04.351 to provide for adoption of the international existing building code, 2015 edition, and section 6.04.352 to provide for the exceptions and amendments thereto;

h) an ordinance amending chapter 6, article 6.04, division 9, fuel gas code, section 6.04.401 to provide for the adoption of the "international fuel gas code", 2015 edition, and section 6.04.402 to provide for the exceptions and amendments thereto;

i) an ordinance amending chapter 6, article 6.04 division 10, energy conservation code, section 6.04.451 to provide for the adoption of the "international energy conservation code", 2015 edition, and section 6.04.452 to provide for the exceptions and amendments thereto;

j) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards," by adding division 11, "swimming pool and spa code"; by adopting section 6.04.501 to provide for the adoption of the international swimming pool and spa code, 2015 edition, and section 6.04.502 to provide for the exceptions and amendments thereto;

k) an ordinance amending chapter 10, article 10.04, fire code, section 10.04.001 to provide for the adoption of the "international fire code" 2015 edition and section 10.04.002 to provide for the exceptions and amendments thereto.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE

FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on April 7, 2017 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Special Work Session

1.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Sound Infrastructure

Submitted by: Sean Johnson, Managing Director Quality of Life & Cultural Services

Agenda Caption:

Receive a presentation and discuss the management contract between the City of Lancaster and David Royar for Country View Golf Course.

Background:

On January 9, 2017, City Council received a presentation "Opportunity Assessment" from Touchstone Golf, LLC regarding the review and evaluations of the Country View Golf Course. This assessment derived from the FY 2016 annual strategic planning session. The assessment sought to consider the future direction of the golf course and its operations.

The "Opportunity Assessment" presented gave an extensive overview and SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis of Country View Golf Course consisting of the following information:

- City of Lancaster Asset Highlights
- History of Golf Course accolades (Historical Perspective)
- Depreciating asset data
- Analysis of "stout" competition (Market Position & Competitive Comparison)
- Descriptors of why there has been Low-to-no growth
- Factors impacting Country View
- Opportunities (\$6MM minimal capital investment to increase market share)

The current contract as amended ends on December 31, 2017, and upon expiration shall be automatically renewed for a period of six (6) months unless either party gives the other party written notice to terminate the agreement ninety (90) days prior to the expiration. This amended contract was to assist David Royar with options to enter into a lower rate golf cart lease agreement and provided a discounted rate of (25%) for City of Lancaster residents on green and cart fees.

As a result of the Opportunity Assessment Mr. Royar has proposed a new agreement for review by City Council. The City Council will receive a presentation regarding the new proposal. In summary, Mr. Royar has requested a new 8 year contract with the first two years at a \$0 lease rate. In years 3-8, that he only pays 10% of the lease and remove merchandising from this minimum. Lastly, he requested that should there not be a profit made in years 3-8, there is not a minimum payment, which could possibly result in \$0 payment.

Based on the "Opportunity Assessment" and request from Mr. Royar, staff is seeking directions from City Council on the terms of the Golf Management agreement.

Attachments

Opportunity Assessment (dated January 9, 2017)

Current Agreement (dated November 18, 2013)

Opportunity Assessment



Country View Golf Club Lancaster, Texas

January 2017

Country View Golf Club

- ♦ **City of Lancaster asset**
 - ♦ Recreational venue for citizens of Lancaster
 - ♦ Destination for golfers from throughout the Metroplex
 - ♦ Quality-of-life amenity for the community
 - ♦ Green space in the City
- ♦ **History of accolades**
 - ♦ Great greens
 - ♦ Good value
 - ♦ Golfer-friendly, great service
- ♦ **Depreciating asset**
 - ♦ Quality & appeal lag competitors
- ♦ **Stout competition**
 - ♦ Several competitors with recently completed or anticipated renovations
- ♦ **Low-to-no growth**
 - ♦ Flat-to-declining: Rounds; Golf Revenue; Food & Beverage Revenue
 - ♦ Condition & quality of the facility, plus competitive reality, preclude raising prices
 - ♦ Price/Value proposition supported largely by low price (green fee)
 - ♦ Golf Club of Dallas open to the public (c. 2012): **-20%** CVGC business

Country View Golf Club

- ◆ **Opportunities**

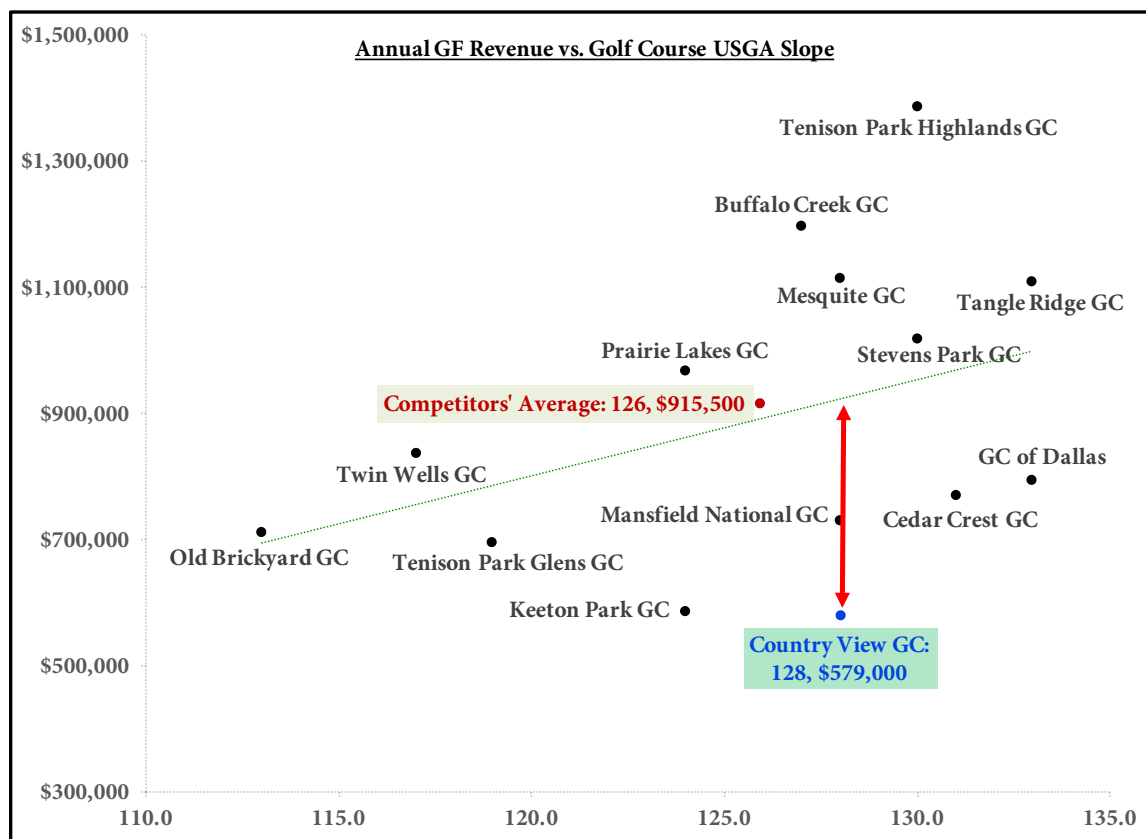
- ◆ Status quo...Country View as is
- ◆ Investment in capital improvements
 - ◆ Requisite for improving market position, marketability, and business outcomes
 - ◆ Renovate the golf course, facilities, and infrastructure
 - ◆ Through the green
 - ◆ Irrigation system
 - ◆ Clubhouse
 - ◆ Driving range
 - ◆ Maintenance facility
 - ◆ Entry & parking lot
 - ◆ Amenities
- ◆ Enrich (and encumber) the City of Lancaster
 - ◆ Quality-of-life amenity & infrastructure
 - ◆ Financing, bond, property tax implications
 - ◆ Additional risk to City management and finances

Market Overview

- ◆ **Factors impacting Country View**

- ◆ Metroplex golf market
 - ◆ 55 public courses today vs. 36 public courses in 1989 when CVGC opened (+53%)
 - ◆ Very competitive market; lots of price competition
- ◆ 20% decline in golfers from the 2003 peak
- ◆ 2008 – 2010 recession
 - ◆ Reduced discretionary spending (including spending on golf)
- ◆ Metroplex golfers willing to travel substantial distances to play golf

Market Position & Competitive Comparison



- ◆ Country View: unrealized potential and under-performance relative to the market
- ◆ “Has the bones” – e.g., as indicated by its slope and rating
- ◆ Reasons for under-performance? Controllable? Non-controllable?

Country View Historical Perspective

- ◆ **Since 1989**
 - ◆ Positive reputation among DFW golfers
 - ◆ Recognition and accolades in the regional golf press
 - ◆ Large majority of play (95%+) from non-resident golfers
 - ◆ Endured, despite thin operating margins
- ◆ **Modest financial success** (re: FYE Dec 31, 2016, unaudited management financials)
 - ◆ ~26,700 rounds (~37% overall capacity utilization)
 - ◆ \$729,000 total revenue...~\$27.30 per round
 - ◆ ~\$541,000 green fees + cart fees...~\$20.26 per round
 - ◆ ~\$27,000 pro shop merchandise sales...~\$1.01 per round
 - ◆ ~\$45,000 driving range sales...~\$1.69 per round
 - ◆ ~\$116,000 food & beverage sales...~\$4.34 per round
 - ◆ \$70,000 license fees to City (~\$2.62/round; ~9.6% of gross revenue)
 - ◆ \$70,000 NOI for the Licensee/Manager (~\$2.62/round; ~9.6% NOI margin)

Country View SWOT

♦ Strengths

- ♦ Ron Garl design
- ♦ Good value proposition
- ♦ Quality-of-life asset in Lancaster
- ♦ Visitors attraction
- ♦ Playable & enjoyable for all golfers
- ♦ Attentive guest service...neighborhood golf course feel

♦ Weaknesses

- ♦ Location: Distant from strong golfer demographics in Metroplex
- ♦ Local market size and demographics
- ♦ Many golf course choices plus price-sensitive consumer limits pricing upside
- ♦ Unexceptional amenities and experience
- ♦ Insufficient cash flow for re-investing in the facility
- ♦ Declining reputation, market position, and appeal...rounds trending downward

Country View SWOT

♦ Opportunities

- ♦ Revenue management program (products & pricing) to optimize revenue
- ♦ Proactive tournament sales effort - increase tournaments, esp. non-prime-time
- ♦ Upgrade the Bar & Grill to increase revenue and improve ambiance and experience
- ♦ Capital investment...comprehensive renovation...renaissance

♦ Threats

- ♦ Declining guest experience due to lack of capital investment
- ♦ Continued corruption of the value proposition
- ♦ Unsustainable financial performance
- ♦ Decisions based on near-term cash flow needs (vs. long-term vision and strategy)

Continuing Operations... As Is

- ◆ Golf Manager Agreement for the management and operation of Country View
- ◆ Monthly license fee to the City: greater of \$4,167 or 10% of monthly gross revenues
- ◆ Minimal capital improvements
- ◆ Limited marketing and sales
- ◆ Slow-to-no-growth in rounds and revenue
 - ◆ Continuation of recent history (declining rounds & revenue)
 - ◆ Likelihood of continuing decline
- ◆ Continuing slippage of market position
- ◆ Maintenance: small crew (2 FT, 2 PT staff, plus GM/superintendent) – impact on asset
 - ◆ Maintained fairly well to support price point and market positioning
 - ◆ Limited detailing & improvements (the “expected extras”)
 - ◆ Needed to maintain the aesthetic and integrity-of-design
 - ◆ To deliver a high-quality customer experience and perceived value...marketability
- ◆ Depreciation of the asset (without capital investment to remedy)

Projected Performance – As Is

Country View Golf Club	2017	2018	2019	2021	2024	2026
Rounds	26,790	26,850	26,910	27,030	27,420	27,680
Total Revenue	\$ 732,800	\$ 736,400	\$ 740,100	\$ 747,700	\$ 769,300	\$ 784,000
Gross Profit	667,000	670,100	673,200	679,800	699,200	712,400
Payroll & Costs	280,000	283,200	287,800	295,000	308,700	318,200
Operating Expenses	266,400	270,100	273,900	281,600	293,700	302,000
Net from Operations	\$ 120,600	\$ 116,800	\$ 111,500	\$ 103,200	\$ 96,800	\$ 92,200
City License Fee	68,800	69,100	69,500	70,200	72,300	73,700
Net Op. Income (NOI)	\$ 51,800	\$ 47,700	\$ 42,000	\$ 33,000	\$ 24,500	\$ 18,500
CIPs: 1.0% of Revenue	7,300	7,400	7,400	7,500	7,700	7,800
Manager's Cash Flow	\$ 44,500	\$ 40,300	\$ 34,600	\$ 25,500	\$ 16,800	\$ 10,700

City of Lancaster	2017	2018	2019	2021	2024	2026
City License Fee	\$ 68,800	\$ 69,100	\$ 69,500	\$ 70,200	\$ 72,300	\$ 73,700
Mtce./Other Expense	(65,700)	(66,400)	(67,100)	(68,500)	(70,600)	(72,000)
Debt Service	(56,000)	(56,000)	(56,000)	(56,000)	(56,000)	(56,000)
GCF Cash Flow	\$ (52,900)	\$ (53,300)	\$ (53,600)	\$ (54,300)	\$ (54,300)	\$ (54,300)
Country View CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt (G. O. Bond)	-	-	-	-	-	-
Cash after CIP	\$ (52,900)	\$ (53,300)	\$ (53,600)	\$ (54,300)	\$ (54,300)	\$ (54,300)
Debt Service (G.O.)	-	-	-	-	-	-
City's Cash Flow	\$ (52,900)	\$ (53,300)	\$ (53,600)	\$ (54,300)	\$ (54,300)	\$ (54,300)

Capital Improvements/Renovations = Strategic Investment

- ◆ Capital investment must be strategic
 - ◆ Determine where facility is positioned in the market
 - ◆ Invest to strengthen position and enhance competitiveness
 - ◆ Expand the size of the golfer market to whom Country View appeals
- ◆ Starts with infrastructure
 - ◆ Drainage, irrigation, soils, etc.
 - ◆ 75%+ of cost and quality of golf course is below ground, unseen by golfers
- ◆ In addition to creating incremental revenue opportunities, the capital improvements should trigger reduced maintenance expense
- ◆ Capital improvements should be aimed at improving the golfer's experience
 - ◆ Improved experience is the foundation for growing revenue
 - ◆ Increase prices... and maintain or improve the price/value proposition
 - ◆ Attract new, incremental golfers and revenue... marketing/PR benefits
- ◆ Rationale for CVGC investment
 - ◆ Assets are at/near end of useful lives
 - ◆ Upgrade infrastructure; extend life; optimize ongoing maintenance expenditures
 - ◆ Build a foundation for continuing operational and financial success (sustainability)

Capital Improvements...Invest...Renaissance

♦ Capital Improvements Plan

<u>Area of Improvement</u>	<u>Cost Estimate</u>
Golf Course	\$ 4,070,000
Maintenance Building & Yard	250,000
Golf Course Operations	390,000
Clubhouse	1,290,000
Capital Improvements Plan Total	<u>\$ 6,000,000</u>

♦ Bottom Line: Anticipated Outcomes

- ♦ Re-establish the integrity of the asset – golf course and facilities
- ♦ Enhance opportunities for increasing and improving business
- ♦ Revitalize Country View
 - ♦ Reputation and awareness
 - ♦ New, stronger demand
 - ♦ Incremental revenue and increased profitability

Continuing Operations... Comprehensive Renovation

- ♦ Re-structure the Golf Manager Agreement
 - ♦ Raise the license fee percentage of revenue
 - ♦ Provide for financing ongoing capital improvements from operating cash flow
- ♦ Anticipate an increase in rounds in years one and two after renovation
- ♦ Execute revenue management program to optimize revenue
- ♦ Increase tournaments, especially non-prime-time events
- ♦ Increase F&B revenue in an improved restaurant (menu, ambiance, experience)
- ♦ Increase revenue via the improved practice facility (driving range, lessons, clinics)
- ♦ Move market positioning upward...appeal to a greater share of the DFW golfer market
- ♦ Re-name, re-brand, and market The Golf Course as a “new” golf course

Projected Performance – Comprehensive Renovation

Country View Golf Club	2017	2018	2019	2021	2024	2026
Rounds	26,790		31,730	32,530	33,350	33,690
Total Revenue	\$ 732,800	Country View Closed for Renovation	\$ 1,076,000	\$ 1,124,400	\$ 1,186,300	\$ 1,220,900
Gross Profit	667,000		988,500	1,033,200	1,090,000	1,121,800
Payroll & Costs	280,000		376,300	387,600	410,000	423,800
Operating Expenses	266,400		340,400	352,600	371,500	384,800
Net from Operations	\$ 120,600		\$ 271,800	\$ 293,000	\$ 308,500	\$ 313,200
City License Fee	68,800		213,600	223,300	235,900	243,000
Net Op. Income (NOI)	\$ 51,800		\$ 58,200	\$ 69,700	\$ 72,600	\$ 70,200
CIPs: 1.0% of Revenue	7,300		10,800	11,200	11,900	12,200
Manager's Cash Flow	\$ 44,500		\$ 47,400	\$ 58,500	\$ 60,700	\$ 58,000

City of Lancaster	2017	2018	2019	2021	2024	2026
Golf Course Fund						
City License Fee	\$ 68,800	\$ -	\$ 213,600	\$ 223,300	\$ 235,900	\$ 243,000
Mtce./Other Expense	(65,700)	-	(26,300)	(26,900)	(27,800)	(28,400)
Debt Service	(56,000)	(56,000)	(56,000)	(56,000)	(56,000)	(56,000)
GCF Cash Flow	\$ (52,900)	\$ (56,000)	\$ 131,300	\$ 140,400	\$ 152,100	\$ 158,600
Country View CIP	\$ -	\$6,000,000	\$ -	\$ -	\$ -	\$ -
General Obligation	-	6,000,000	-	-	-	-
Cash after CIP	\$ (52,900)	\$ (56,000)	\$ 131,300	\$ 140,400	\$ 152,100	\$ 158,600
Debt Service (G.O.)	-	-	(441,500)	(441,500)	(441,500)	(441,500)
City's Cash Flow	\$ (52,900)	\$ (56,000)	\$ (310,200)	\$ (301,100)	\$ (289,400)	\$ (282,900)

Projected Performance – Incremental Results w/ Renovation

Country View Golf Club	2017	2018	2019	2021	2024	2026
Rounds	-		4,820	5,500	5,930	6,010
Total Revenue	\$ -		\$ 335,900	\$ 376,700	\$ 417,000	\$ 436,900
Gross Profit	-	<i>Country</i>	315,300	353,400	390,800	409,400
Payroll & Costs	-	<i>View</i>	88,500	92,600	101,300	105,600
Operating Expenses	-	<i>Closed for</i>	66,500	71,000	77,800	82,800
Net from Operations	\$ -	<i>Renovation</i>	\$ 160,300	\$ 189,800	\$ 211,700	\$ 221,000
City License Fee	-		144,100	153,100	163,600	169,300
Net Op. Income (NOI)	\$ -		\$ 16,200	\$ 36,700	\$ 48,100	\$ 51,700
CIPs: 1.0% of Revenue	-		3,400	3,700	4,200	4,400
Manager's Cash Flow	\$ -		\$ 12,800	\$ 33,000	\$ 43,900	\$ 47,300

City of Lancaster	2017	2018	2019	2021	2024	2026
Golf Course Fund						
City License Fee	\$ -	\$ (69,100)	\$ 144,100	\$ 153,100	\$ 163,600	\$ 169,300
Mtce./Other Expense	-	66,400	40,800	41,600	42,800	43,600
Debt Service	-	-	-	-	-	-
GCF Cash Flow	\$ -	\$ (2,700)	\$ 184,900	\$ 194,700	\$ 206,400	\$ 212,900
Country View CIP	\$ -	\$6,000,000	\$ -	\$ -	\$ -	\$ -
General Obligation	-	6,000,000	-	-	-	-
Cash after CIP	\$ -	\$ (2,700)	\$ 184,900	\$ 194,700	\$ 206,400	\$ 212,900
Debt Service (G.O.)	-	-	(441,500)	(441,500)	(441,500)	(441,500)
City's Cash Flow	\$ -	\$ (2,700)	\$ (256,600)	\$ (246,800)	\$ (235,100)	\$ (228,600)

Financing the Renovation (example, for discussion purposes)

♦ General Obligation Bond

- ♦ \$6,000,000, 20-year, 4.0% general obligation bond to finance the renovation
- ♦ What is the realistic timeframe for having a debt facility in place?
- ♦ What is the City's disposition towards debt financing?

General Obligation Bond re: CVGC	
Term:	20 years
Interest rate:	4.0%
Amount financed:	\$ 6,000,000
Annual bond payment:	\$ 441,500
Monthly bond payment:	\$ 36,800
Lancaster population:	38,500
	\$ 156 debt per capita
	\$ 11 annual payment per capita
Lancaster households:	12,900
	\$ 465 debt per household
	\$ 34 annual payment per household

♦ Other Financing Mechanisms Available (?)

Sidebar: Alternative Golf Course Management Structures

- ◆ **City Management**

- ◆ City employees manage and operate Country View

- ◆ **3rd-party Management**

- ◆ City hires 3rd-party – firm or individual (e.g., PGA Professional) – to manage and operate Country View
 - ◆ City pays Management Fee to 3rd-party

- ◆ **Management Lease**

- ◆ City leases Country View to 3rd-party to manage and operate
 - ◆ City collects Rent from 3rd-party

- ◆ **Going Forward - Recommended**

- ◆ Management Structure similar to current one
 - ◆ Management Lease, with adjustments
 - ◆ Adjust rent (aka License Fees in the current agreement)
 - ◆ Stipulate provisions for funding ongoing capital improvements

Next Steps

- ◆ **Decision re: Capital Improvements Plan for Country View**

- ◆ City of Lancaster Administration
- ◆ Parks & Recreation/Quality of Life: Review & Feedback; Analysis & Input
- ◆ Public Comment (?)

- ◆ **Golf Course Operations**

- ◆ Extend current License Agreement (e.g., month-to-month or longer term)
- ◆ Decision re: longer term management structure, including considerations for “renovation period” if renovation is pursued

Questions & Comments



Country View Golf Club

Lancaster, Texas

Opportunity Assessment

January 2017

RESOLUTION NO. 2013-11-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND DAVID ROYAR GOLF SHOP, INC., FOR THE MANAGEMENT OF THE LANCASTER COUNTRY VIEW GOLF COURSE, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Royar Golf Shop, Inc. provides services to the City of Lancaster for the full supervision, operation and management of the Lancaster Country View Golf Course; and

WHEREAS, the City Council of the City of Lancaster desires to continue contracting with David Royar Golf Shop, Inc. for the above services;

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

SECTION 1. The David Royar Golf Shop, Inc. contract attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. The term of the 2005 contract with David Royar Golf Shop, Inc. will be extended until December 31, 2017 and upon expiration shall automatically be renewed for a period of six (6) months unless either party gives the other part written notice to terminate the agreement ninety (90) days prior to the expiration of the then current term.

SECTION 3. The City Manager of the City of Lancaster, Texas is authorized to execute the appropriate documents to implement this Agreement.


SECTION 4. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

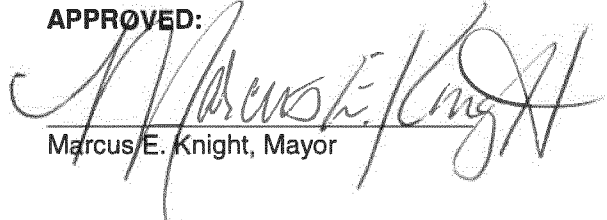
SECTION 6. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this the 18th day of November 2013.


ATTEST:


Dolle K. Downe, City Secretary

APPROVED:


Marcus E. Knight, Mayor

APPROVED AS TO FORM:


Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

GOLF MANAGER AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a Texas municipal corporation (hereinafter referred to as the "CITY") and David Royar Golf Shop, Inc., a Texas Corporation, and David Royar, individually (hereinafter referred to collectively "MANAGER") under the following conditions and terms:

WITNESSETH:

WHEREAS, the CITY and the MANAGER entered into a personal services contract on July 1, 2003, and subsequently entered into an extended golf manager agreement on December 12, 2005 for the full supervision, operation, and management of the Lancaster Country View Golf Course (hereinafter referred to as the "GOLF COURSE"); and

WHEREAS, the MANAGER possesses unique skills required for a golf MANAGER; and

WHEREAS, the parties desire to enter into a new agreement for the supervision, operation, and management of the GOLF COURSE, and the Pro Shop and Restaurant (hereinafter referred to collectively as the "AMENITIES");

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Golf Course Operations

A. Relationship. The MANAGER is an independent MANAGER and is not an employee or servant of the CITY. The MANAGER shall determine the legal means to accomplish the services described herein. The CITY is not responsible for withholding FICA or taxes of any kind from any payment which it owes the MANAGER. Neither the MANAGER nor persons employed by the MANAGER shall be entitled to receive any benefits that employees of the CITY are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the CITY.

B. Term. This Agreement will commence on the date of execution (the "Effective Date"), shall end on December 31, 2017, and upon expiration shall be automatically renewed for a period of six (6) months unless either party gives the other part written notice to terminate the Agreement ninety (90) days prior to the expiration of the then current term. The parties agree to meet during the ninety (90) days prior to the expiration of the then current term to discuss the renewal of this Agreement.

C. GOLF COURSE Operations.

- (1) The MANAGER shall control all ways and means incident to the GOLF COURSE operations, under the direction of the City Manager or designee. It is the intent of the CITY that the MANAGER shall be on the GOLF COURSE premises as much as is practicable and not away for recurring extended time periods. Any leave of more than two weeks (14 consecutive days) shall not be taken without the written approval of the City Manager or designee.
- (2) MANAGER shall employ and pay sufficient staff of his own to operate the AMENITIES including, but not limited to, Head Golf Professional (certified by the Professional Golfers Association), Assistant Golf Pro (certified by the Professional Golfers Association), Grounds Superintendent (certified by the Golf Course Superintendents Association of America), sufficient starters, marshals, cashiers, clerical persons, restaurant personnel, sales personnel, golf cart maintenance personnel, maintenance and landscape personnel, and custodial personnel for Clubhouse. MANAGER may establish salaries, bonuses and similar incentive programs for his employees as he deems appropriate.
- (3) The MANAGER will plan and prepare an annual budget for the GOLF COURSE operations and will provide timely financial reports as required by the City Manager or designee.
- (4) The MANAGER shall attend CITY staff meetings and functions as determined by the City Manager or designee.

D. Golf Lessons.

- (1) The MANAGER agrees to establish and maintain a program of golf instruction adequate to meet the demands of the public and to employ a sufficient number of competent golf instructors to meet demand. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.
- (2) MANAGER shall have the exclusive right to provide lessons at the GOLF COURSE, although sufficient allowance should be made for LISD golf teams and coaches to be able to use the facility. Such school activities should be undertaken with the approval of the MANAGER and subject to the authorization of the City Manager or designee.
- (3) MANAGER shall be permitted to give golf instructions at the GOLF COURSE and retain all income from such instruction. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.

- (3) MANAGER may retain all income from golf lessons.

E. Golf Carts.

- (1) The MANAGER shall provide and maintain all motorized golf carts in adequate numbers, as agreed upon after consultation with the City Manager or designee. Maintenance shall include, but is not limited to, repair service, preventive maintenance, damage repair, tire repair or replacement, battery replacement and other maintenance necessary to keep carts in good working order. All maintenance cost shall be paid by the MANAGER. The MANAGER may charge customary and reasonable fees for the rental of the golf carts.
- (2) MANAGER shall provide sufficient personnel to keep carts clean, operable and presentable at all times, to park carts in the storage area, and to retrieve said carts from storage as necessary to make available for patron's use.
- (3) MANAGER shall be required to provide new carts every three (3) years.
- (4) MANAGER, at his sole expense, shall provide for the cleaning and painting of parking areas in the cart storage facility.
- (5) MANAGER shall pay a portion of the gross revenues from golf cart rentals in accordance with Article VI. Financial Considerations in this agreement.

F. Golf Driving Range.

- (1) MANAGER shall provide, maintain, staff and operate a golf driving range at the GOLF COURSE.
- (2) MANAGER shall provide an adequate supply of golf balls and shall provide, maintain, and operate adequate golf ball dispensing machines, ball cleaning equipment, and any other equipment necessary to operate the driving range.
- (3) MANAGER shall provide new golf ball retrieving equipment as needed. MANAGER shall operate retrieving equipment with GOLF COURSE personnel in a prudent manner so as to properly operate the Golf Driving Range. MANAGER, at his sole expense, shall provide maintenance as may be needed on the golf ball retrieving equipment. MANAGER, at his sole expense, shall replace golf ball retrieving equipment as necessary.
- (4) MANAGER shall maintain the Driving Range grass and turf areas.

- (5) MANAGER may retain all income from the operation of the Golf Driving Range.

G. Pro Shop. The MANAGER shall provide, maintain, equip and operate a Pro Shop at the GOLF COURSE. The Pro Shop may include sales of golf clubs, golf balls, clothing, golf equipment, and other merchandise. MANAGER shall also supply and maintain basic first aid supplies and necessary fire protection equipment. MANAGER agrees that the pricing of all items sold in the Pro Shop shall be reasonable and competitive with similar retail sales operations in the area. The MANAGER shall own all merchandise. The MANAGER shall have the exclusive right to retrieve lost balls from the ponds, lakes, creeks, etc., and to sell retrieved golf balls in the Pro Shop. It shall be the responsibility of the MANAGER to supply all other equipment or supplies necessary to provide for the successful operation of the Pro Shop. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Pro Shop area.

MANAGER shall pay a portion of the gross revenues from the Pro Shop in accordance with Article VI. Financial Considerations in this agreement.

H. Clubhouse, Food and Beverage Operations. The MANAGER shall provide, maintain, staff, and operate food and beverage concessions at the GOLF COURSE. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Clubhouse/pro shop area.

- (1) The MANAGER shall maintain all equipment, furniture, fixtures, including kitchen equipment, located in the Clubhouse area, at the MANAGER'S sole cost and expense, whether said equipment is owned by the CITY or the MANAGER. The MANAGER shall maintain the Clubhouse and equipment in a clean and sanitary manner at all times. The MANAGER shall supply and maintain basic first aid supplies and necessary fire protection equipment. The MANAGER agrees to supply and maintain all equipment required for the Food and Beverage Operations and to supply, at the MANAGER'S sole cost and expense, other equipment or supplies which may be necessary to provide for the successful operation of the Food and Beverage Operations concessions. The MANAGER shall operate and maintain the Food and Beverage Operations in accordance with all applicable CITY and State laws, rules, and regulations.
- (2) The MANAGER shall provide a menu featuring foods, snacks, candies, beverages and refreshments of every kind for which there may be a reasonable demand. It is the intention of both parties that the Food and Beverage Operations will be a high quality food operation with a sufficiently varied menu to attract and hold increasing clientele.
- (3) The CITY will perform a Food and Beverage Operations audit at the end of every twenty-four (24) months of operation to determine any future needs or plans to expand or change the current Food and Beverage Operations.

- (4) The MANAGER shall not authorize or permit the installation of any amusement device without the written consent of the City Manager or designee. The MANAGER shall maintain adequate, qualified personnel to staff the Food and Beverage Operation and proper supervision of said staff. The employees of the MANAGER shall serve the patrons of the Golf Course promptly and in a courteous manner.
- (5) The MANAGER may sublease or contract for the operation of the Food and Beverage Operations located at the GOLF COURSE.
- (6) MANAGER shall pay a portion of the gross revenues from all Food and Beverage Operations concessions in accordance with Article VI. Financial Considerations in this agreement.

II. Maintenance of GOLF COURSE Premises

A. MANAGER shall maintain the landscaping on the GOLF COURSE premises so that all grass, natural growth, trees and shrubbery appear trimmed and attractive. MANAGER shall supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery.

B. MANAGER shall provide for all maintenance required to operate and provide a first class golf facility. This maintenance shall include those activities that are considered normal and customary for a GOLF COURSE of similar design including, but not limited to, fertilization, irrigation, weed control, insect and vermin control. Turf management to be provided by MANAGER includes, but is not limited to, general mowing, reseeding, over seeding, aeration and specialized mowing of greens.

C. MANAGER shall, at MANAGER'S sole expense, purchase all supplies and materials necessary to the proper maintenance and operation of the GOLF COURSE. Such supplies and materials may include, but are not limited to, fuel, oil, seed, landscaping plants, flowers, fertilizer, herbicide and other chemicals.

D. The MANAGER shall inform the City Manager or designee of any necessary maintenance to any building or fence at the GOLF COURSE. All buildings and fences shall be maintained by the CITY, at CITY'S sole cost and expense.

E. MANAGER, at the termination of this Agreement, shall relinquish the PREMISES in good condition, normal wear and tear excepted.

III. Promotional Programs

MANAGER shall provide for all promotional, marketing and public relations activities necessary to improve and enhance the public image and level of play at the GOLF COURSE. Expenses for said promotional, marketing and public relations activities shall be borne and paid entirely by MANAGER. MANAGER shall provide a marketing plan for review by the City

Manager or designee. MANAGER may discount green fees, cart rentals or other fees in order to increase overall revenues for the GOLF COURSE.

IV. Transition, Capital Improvements, Accounting and Reporting

A. City-Owned Equipment: MANAGER will assume operational responsibility for all CITY-owned equipment currently used in the maintenance of the GOLF COURSE. All such owned equipment shall be the property of the CITY. All insurance, maintenance, repair or necessary replacement will be at the MANAGER'S expense. Any replacement equipment will be owned by the MANAGER. Any CITY-owned equipment that is replaced will be disposed of through normal city processes.

B. Capital Improvements. MANAGER, in the performance of his duties, shall from time to time prepare recommendations for capital improvements and submit to the City Manager or designee for consideration. It is assumed that these improvements would improve the value of the GOLF COURSE and therefore would be paid by the CITY should they decide in favor of the suggested improvements.

C. Accounting Records and Reports.

- (1) During the term of this Agreement, MANAGER shall establish and maintain separate records and accounts, including a separate bank account, for the operation of this facility. Such records and accounts shall be subject to examination and audit by the CITY at any reasonable time. The form of such records and reports shall conform with generally accepted accounting practices and shall be subject to approval by the CITY Director of Finance.
- (2) MANAGER shall permit only those who have paid required green fees to play and receipts will be issued to each customer for said fees.
- (3) All green fees, cart fees, and other fees as may be required by the CITY, shall be developed and recommended by MANAGER and approved by the City Manager or designee. All fees, prices and rates shall be conspicuously posted at the GOLF COURSE.
- (4) MANAGER shall prepare a daily report showing the amounts, totals, and types of revenues collected, including number of players, green fees, types of green fees (i.e., week-day, week-end, Jr., Sr., TWI), number of golf carts rented, number of discounted rounds, and other daily items as required by the Director of Finance. Reports shall be submitted to the Director of Finances without demand or on a schedule as approved by the Director of Finance.
- (5) MANAGER shall also prepare monthly reports on revenues collected as may be required by the City Manager or designee, which shall segregate

green fees, cart rentals, restaurant, Pro shop, driving range, and golf lessons, or as otherwise may be requested by the City Manager or designee.

V. Financial Considerations

- A. In consideration of the Grant of Privileges contained herein, MANAGER agrees to pay a monthly GOLF COURSE license fee of four thousand one hundred and sixty-seven dollars (\$4,167.00) per month or MANAGER agrees to pay ten percent (10%) of gross revenues generated from green fees, cart rentals, food and beverage and other revenues of the GOLF COURSE, whichever amount is greater.
- B. MANAGER agrees to change and implement a twenty-five percent (25%) discounted green fee to residents of the City of Lancaster, Texas.
- C. Payment of fees to CITY shall be monthly on the 15th day of each month, unless otherwise specified and approved by the City Manager or designee.

VI. Structural Changes

A. MANAGER shall not make any structural alterations, repairs, or improvements to the GOLF COURSE premises or any building or structure thereon without the written consent of the City Manager or designee. Any such alterations made shall be done at the expense of the MANAGER and shall become the property of the CITY at the termination of this Agreement. The MANAGER shall make a written report to the City Manager or designee of any needed repairs, suggested alterations or improvements required.

VII. Utilities

- A. Electrical service for the entire operation of the GOLF COURSE including, Clubhouse, cart storage facility, cart recharging, maintenance facility and irrigation system, shall be paid for by the MANAGER.
- B. Natural gas service for Clubhouse shall be paid for by MANAGER.
- C. All telephone service, local and long distance, for all GOLF COURSE operations shall be paid for by the MANAGER.
- D. All water and refuse collection to include associated cost resulting from irrigation of course shall be paid for by the MANAGER.

VIII. Indemnification

A. MANAGER assumes all risks of loss or injury to MANAGER'S property or to the property or person of all its agents, employees, invitees, customers, or others arising from the MANAGER'S operations on CITY premises; and MANAGER shall, at his own cost and expense, defend and protect the CITY and indemnify and hold harmless the CITY from any and all claims,

demands, suits, judgments, costs or expenses (including attorney's fees and other cost of litigation) on account of any such loss or injury related to MANAGER operations. MANAGER further agrees to indemnify and hold the CITY harmless from any and all claims or losses which may result from any negligence or misconduct on the part of the MANAGER, his agents, employees or representative.

B. MANAGER agrees to name the CITY a co-insured party and supply the CITY with a duplicate copy of an insurance policy acceptable to the CITY providing public liability insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each person, Five Hundred Thousand Dollars (\$500,000.00) for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to or destruction of property arising out of MANAGER'S operations on CITY premises, whether the sole responsibility of MANAGER, his agents or employees, or the joint responsibility of the CITY, its agents or employees.

C. MANAGER shall be responsible to provide worker's compensation insurance coverage or a worker's accident insurance policy for all its employees.

D. CITY shall provide general liability, through its Risk Management Program, insurance coverage at the GOLF COURSE similar to other CITY facilities. Such coverage shall be for appropriate liability coverage for CITY property and vehicle liability.

IX. Termination

A. It is understood and agreed that either party may terminate this Agreement ninety (90) days after delivering to the other party, notice in writing, of its intention to terminate.

B. If the CITY elects to terminate for cause or convenience upon ninety (90) days notice, MANAGER agrees to either:

- (1) Continue payment of golf cart lease at MANAGER'S expense or assign to the successor manager; or
- (2) Arrange for a successor manager or other person to purchase any and all existing inventory and equipment at a price to be negotiated.
- (3) In no event shall the City be obligated or required to purchase or assume any obligation of the Manager.

X. Default

If the MANAGER defaults in the performance of any duties or obligations under this Agreement, or fails to pay the amounts which become due to the CITY hereunder, or if the MANAGER makes an assignment of assets or places assets in the possession of a receiver, then and in any such case, the CITY may, at its option, declare this Agreement null and void for cause and repossess the GOLF COURSE and AMENITIES. It is further agreed that one or more

instances of forbearance by the CITY in the exercise of its rights hereunder shall in no way constitute a waiver of said rights.

XI. Notice

Any and all payments, notices, demands, or other communication shall be in writing and shall be deemed given when hand delivered or sent Registered or Certified Mail, Postage Prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If intended for **CITY**:

City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146-0940

If intended for **MANAGER**:

Mr. David Royar
Manager
Lancaster Country View Golf Course
240 West Beltline Road
Lancaster, Texas 75146

XII. Amendments

This Agreement may only be amended by mutual written agreement amending the same and being executed by both parties.

XIII. Miscellaneous Provisions

A. Laws and Regulations. MANAGER shall abide by all local, state and federal laws and regulations in operating the entire Golf facility and shall abide by all CITY regulations and policies as directed by the City Manager or designee.

B. Transfer in the Event of Death. In case of death of the MANAGER, this Agreement shall terminate. In such event, CITY shall make arrangements for the temporary management of the GOLF COURSE and AMENITIES to a replacement MANAGER and CITY shall also make arrangements for payment to MANAGER'S estate of MANAGER'S equity in inventory and/or equipment as may be appropriate.

C. Private Club License. MANAGER must be capable of obtaining, at his sole cost and expense, a private club license under the appropriate provisions of TABC rules, for the purpose of serving alcoholic beverages in a private club.

D. Attorney's Fees. In the event legal action is undertaken by the CITY to collect rentals due or to collect damages for breach of this Agreement by the MANAGER, the CITY shall be entitled to reasonable attorney's fees which shall be deemed to be not less than ten percent (10%) of any amount recovered in such action.

E. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

F. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

G. Assignment. This Agreement shall not be assigned by MANAGER, nor shall MANAGER permit any other person, firm, or corporation to conduct any part of the GOLF COURSE operations without the prior written approval of the City Council of the CITY of Lancaster.

H. Disposition of MANAGER'S Property. Upon termination of this Agreement by expiration or for cause, the CITY will not be liable in any way for costs or expenses associated with MANAGER'S inventory, equipment or other property. MANAGER assumes full responsibility for the sale or other disposition of any such property, and CITY has no obligation whatsoever to MANAGER in connection therewith. For the purposes of this Agreement, the death of the MANAGER during the term of this Agreement shall not be treated as a termination by expiration or for cause, and the MANAGER'S inventory, equipment and other property shall be disposed of pursuant to the provisions of this Agreement.

I. Severability. Should any section, paragraph, sentence, clause or phrase hereof be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions hereof which are declared to be severable.

EXECUTED on this 18th day of November, 2013.

MANAGER:

DAVID ROYAR GOLF SHOP, INC.

By: 

David Royar
Lancaster Country View Golf Course
240 W. Belt Line Road
Lancaster, Texas 75146

DAVID ROYAR, INDIVIDUALLY

By: 

David Royar

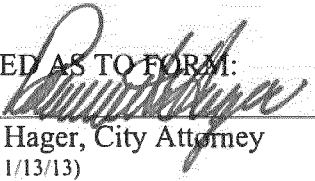
CITY:

CITY OF LANCASTER, TEXAS

By: 

Opal Mauldin-Robertson, City Manager
City of Lancaster
P. O. Box 940
211 North Henry Street
Lancaster, Texas 75146-0946

APPROVED AS TO FORM:


Robert E. Hager, City Attorney
(REH/mpm 11/13/13)



LANCASTER CITY COUNCIL

City Council Special Work Session

2.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider amending the City Economic Development Tax Incentive policy to include a Hotel Occupancy Tax (HOT) Funds Rebate to incentive lodging facilities with conference/convention amenities.

Background:

In the 2016, City Council approved Strategic Plan, Council identified the objective to: "Develop a strategy to pursue the development of a nationally brand hotel/convention center in Lancaster".

Staff researched opportunities and strategies to accomplish the goal. In doing so, identified a model that has been implemented and withstood challenges utilizing hotel occupancy tax funds as an incentive to construct a lodging facility to include conference and convention amenities.

Council will receive a presentation regarding the addition of a Hotel Occupancy Tax (HOT) funds rebate section to the current Tax Incentive Policy.

Attachments

Lancaster's Incentive Policy w/Hotel Inclusion



CITY OF LANCASTER

TAX INCENTIVE POLICY



Policy Overview

The City of Lancaster is dedicated to achieving the highest quality of development, infrastructure, and quality of life for its citizens. These objectives are met, in part, by the enhancement and expansion of the city's economy. Additionally, the competitive nature of other municipalities on the local, state and international levels necessitates additional inducements to attract business to the community. The city's "pro-business" philosophy is designed not only to attract high quality companies but to retain them as well. These incentives are offered on a "case by case" review of each tax incentive application. Nothing herein shall imply or suggest that the City of Lancaster is precluded from considering other options which would further the best interests of the city. A reduction in taxes may be granted by a tax reduction grant utilizing 380.001 of the Texas Local Government Code.

Review Criteria

Any consideration for a tax reduction grant is reviewed by the Lancaster City Council. The review process is considered on the "Value Added" elements of the project. A tax reduction grant applies only to new construction activities, whether a new facility or expansion of an existing building.

Value of New Construction Incentives

Subjective criteria for an applicant's project will be used by the City Council in determining whether or not it is in the best interest of the city to recommend that a tax reduction grant be offered to a particular applicant planning to construct a new facility. Specific considerations will include the degree to which the individual project furthers the goals and objectives of community, as well as the relative impact of the project. While estimates may be used to determine the approximate amount of tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction grant amount can be approved.

The Value of Improvements includes value of land and buildings and immovable property on the Premises less base year value. Base Year Value is the assessed value of the real property on Premises on January 1 of the current year.

Real property includes the value of land and improvements on the Premises as defined by the Texas Property Tax Code (V.T.C.A.).

The value of ineligible property shall be fully taxable. Additional value of new eligible improvements shall be fully taxed but used in the calculation of the grant in this program and all real property shall be fully taxed at the end of the tax reduction agreement.

Values shall be the same as the value of such property as determined annually by the Dallas Central Appraisal District, subject to the appeal procedures set forth in the V.T.C.A. Tax Code.

Any decrease in value after appeal is subject to recalculation of the appropriate amount of the grant from the City under a tax reduction agreement.

If the City has already issued the tax reduction grant to the Owner based on the larger value, payment to the City by the owner of such difference shall be remitted within 60 days to City after final determination of appeal.

After it has been determined that a project qualifies for a grant, the approximate value of that incentive can be calculated from the following table. However, this table should only be used as a guide for incentives, since each project is evaluated individually.

Value of Project	Terms of Reduction	% of Reduction
\$75,000,000+	10 years	65%
\$50,000,000	8 years	60%
\$35,000,000	7 years	50%
\$20,000,000	5 years	45%
\$10,000,000	5 years	40%
\$ 5,000,000	3 years	30%

Expansion of Existing Facility Values of Incentives

A tax reduction grant will only be considered for the increase in valuation above the existing valuation of that property. This tax reduction grant will be a maximum of up to eight years. The amount and terms to be determined by factors such as costs to the city, project's increased valuation to the tax base, new jobs and business expansion to the city as a result of the proposed project. Minimum standards proposed for an expansion project are:

1. 35 jobs created or retained
2. Expansion increases the valuation of existing facility by a minimum of 30%

Inventory & Business Personal Property Tax Reduction

New and Expanding Facilities:

The City of Lancaster may reduce the amount of inventory and/or business personal property tax. This program is designed to encourage large inventory companies to relocate or expand in the city. Percentage of the reduction is determined on a "case by case" basis. Total employment, inventory value, business personal property and facility value are some of the factors that determine the reduction percentage. Minimum requirements are:

New Facilities:

- Minimum of \$25 million annual inventory
- Minimum of \$3 million in business personal property
- Create at least 75 jobs
- Facility value of a least \$5 million

Existing Companies and Expanding Facilities:

- Add a minimum of \$15 million annual inventory
- Add at least \$2 million in business personal property
- Create at least 30 new jobs
- Expand existing facility by at least 30%

Incentive Application Procedures

- An application for incentive must be submitted to the City's Office of Economic Development.
- Project review by city staff of each application is required including appropriate comments and recommendations for changes prior to submission to the City Council.
- While estimates may be used to determine the approximate amount of the tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction amount can be approved.
- Tax reduction grant payments will be made within 30 days after verification of payment of the full annual property tax bill. Grant payments will be made in the form of a reimbursement equal to the percentage of tax reduction and term approved by the City Council.

Triple Freeport Exemption

The City of Lancaster offers Triple Freeport Exemption from all local taxing authorities, city, county and school districts. The exemption applies to inventory that is brought into Lancaster from outside Texas and then reshipped out of state within 175 days is exempt from inventory tax.

Retail Redevelopment and Rehabilitation Program

1. Property Tax Reduction Grant

The Program is sponsored by the City to provide property tax reduction grants to existing retail shopping centers and other retail facilities for enhancements and/or redevelopment. Improvements must enhance the tax base related to the retail facilities and surrounding development. The Program is retention-based with the goal of rehabilitating the retail facilities for aesthetic or architectural appeal.

Each application is evaluated on a case by case basis.

The Program provides a for a property tax reduction grant based on the chart below indicating the costs of the improvements, the percentage of tax reduction and number of years:

(4)

Cost of Improvements	Terms of Reduction	% of reduction
\$800,000+	4 years	35%
\$700,000 – 800,000	3 years	35%
\$600,000 – 700,000	3 years	30%
\$500,000 – 600,000	3 years	25%
\$400,000 – 500,000	2 years	25%
\$300,000 – 400,000	2 years	20%
\$200,000 – 300,000	2 years	15%
\$100,000 - 200,000	2 years	10%

2. Eligible Expenses

- Upgrade or enhanced landscaping improvement costs
- Parking lot improvement costs
- Signage upgrade costs
- Center facade improvement costs

3. Eligibility Criteria for Eligible Retail Facilities

- The retail facility or facilities must be older than twenty (20) years.
- The property on which the retail facility or facilities is located must be in excess of 2 acres,
- Potential impact of the reinvestment project on surrounding neighborhoods.

4. Application and Approval Process

- An application for incentive must be submitted to the City's Office of Economic Development by the land owner. The application should include a detailed description of the project including renderings or drawings of the finished project, a project budget including sources of funds and a project timetable. The application should describe how the project will enhance the ability of the shopping retail center to attract and retain tenants.
- The proposed improvements must meet all associated zoning, codes, inspections and fees.
- Project review by staff of each application is required including appropriate comments and recommendations for changes prior to submission to the City Council.
- While estimates may be used to determine the approximate amount of the tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction grant amount can be approved.
- Tax reduction grant payments will be made within 15 days after verification of payment of the full annual property tax bill.

Hotel Occupancy Tax (HOT) Rebate

Hotel Occupancy Tax (HOT funds) Rebate

1. Program

- An application for rebate of HOT funds may be submitted to the City's Office of Economic Development by the developer, land owner or lodging proprietor for the construction of a new or expansion of an existing lodging facility with specific conference/convention amenities. The improvements shall enhance the ad valorem sales and hotel occupancy tax base related to the lodging facilities and/or surrounding development.
- Each application is evaluated on a case by case basis.
- Rebate taxes must be reinvested for a purpose that complies with State law regarding HOT funds.
- The Program provides for a HOT funds rebate based on the chart as review criteria for consideration.
- HOT funds rebates will cease as an option on October 1, 2020.

# of Lodging Rooms	Conference Space	Pre- Conference Space	Conference Capacity	Board Room Capacity	Term of Rebate	% of rebate
100-149	2,100 Sq.Ft.	800 Sq.Ft.	300	12	5 years	50%
150-249	3,500 Sq.Ft.	1,000 Sq.Ft.	500	12	5 years	65%
250+	7,000 Sq.Ft.	1,250 Sq.Ft.	1,000	12	5 years	75%

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on March 27, 2017 and City Council Special Meeting held on April 3, 2017.

Background:

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held on March 27, 2017 and
- City Council Special Meeting held on April 3, 2017.

Attachments

March 27, 2017 Minutes

April 3, 2017 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF MARCH 27, 2017

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on March 27, 2017 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E Knight
Mayor Pro Tem Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
Spencer W. Hervey Jr.
Clyde C. Hairston
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Jermaine Sapp, Equipment and Facilities Services Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Baron Sauls, Finance Director
Shane Shepard, Director of Economic Development
Fabrice Kabona, Assistant to the City Manager
Jim Brewer, Director of Public Works
Bester Munyaradzi, Senior Planner
Sam Urbanski, Police Chief
Robert Franklin, Fire Chief
Alton Dixon, Purchasing Agent
Andrew Waits, Water/ Waste Water Superintendent
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on March 27, 2017.

Invocation:

Pastor Dixon gave the invocation

Pledge of Allegiance:

Councilmember Mejia led the pledge of allegiance.

Citizens' Comments:

Joe Thomas, 709 Sewell Drive, shared his concerns with the street light near his home.

Loritta Evans, 2230 Thoroughbred, extended an invitation to attend a meeting regarding a Skating Rink business on April 1, 2017 beginning at 12:00 p.m. at the Lancaster Recreation Center.

Nancy Shive, 330 W. Main, inquired the expected time frame needed to obtain a permit. Mayor Knight advised that staff will assist in her inquiry.

Rebecca DeSantis, 592 W. 8th Street, spoke on the violation notices received from Code Compliance. She shared that she was cited on the home occupancy code and was advised to halt her home business that has been in existence since 2012.

William DeSantis, 592 W. 8th Street, spoke in favor of Rebecca DeSantis' business.

John O'Rourke, 1144 Essex Drive, Cedar Hill, spoke in favor of Rebecca DeSantis' business.

Noemi DeSantis, 592 W. 8th Street, spoke in favor of Rebecca DeSantis' business.

William J. DeSantis, 592 W. 8th Street, did not wish to speak but requested that his support of Rebecca DeSantis' business be noted on the record.

Mary Eishens, 550 W. 6th Street, did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Leah Davis, 1353 Esterbrook Ave., Rahway, NJ 07065 did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Alexis Thornley, 1907 High Meadow Street, Glenn Heights, TX 75154 did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Sarae Freeman, 1907 High Meadow Street, Glenn Heights, TX 75154 did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Donna Freeman, 1907 High Meadow Street, Glenn Heights, TX 75154 did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Michael Freeman, 1907 High Meadow Street, Glenn Heights, TX 75154 did not wish to speak but requested that his support of Rebecca DeSantis' business be noted on the record.

Alexander M. Thornley, 1907 High Meadow Street, Glenn Heights, TX 75154 did not wish to speak but requested that his support of Rebecca DeSantis' business be noted on the record.

Suzanne Hickman, 723 Willowood Lane, did not wish to speak but requested that her support of Rebecca DeSantis' business be noted on the record.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on February 13, 2017 and the City Council Special Meeting held on March 6, 2017.**
2. **Consider a resolution authorizing Dallas County to resell 801 Donlee Road, 4453 Highland St., 701 N. Lancaster Hutchins Road, 3203 Baskin Drive, 1038 Bayport Drive, 1048 Bayport Drive, 1056 Bayport Drive, 4156 Portwood Drive, and 615 W. 5th Street, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**

3. **Consider a resolution authorizing the purchase and installation of 3,000 water meter registers from HydroPro Solutions through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$496,350.00.**
4. **Consider a resolution approving the terms and conditions of an agreement with Environmental Reconstruction Services, Inc. (ERS, Inc.) for the installation of a fuel tank and fuel management system in an amount not to exceed (\$400,000.00) four hundred thousand dollars.**

Councilmember Mejia pulled item 4, and Councilmember Hairston pulled item 3 and 4.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve consent items excluding items 3 and 4. The vote was cast for 7, 0 against.

3. **Consider a resolution authorizing the purchase and installation of 3,000 water meter registers from HydroPro Solutions through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$496,350.00.**

City Manager Mauldin-Robertson stated that the City's water meters were replaced in 2006 with a life expectancy of five years. The amount of water meter registers that need to be replaced (3,000) has surpassed the staffing level capabilities and must be outsourced in order to keep the City's water meters functioning properly. Interlocal Agreements allow staff to utilize other agencies' formal bid contracts.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 3. The vote was cast for 7, 0 against.

4. **Consider a resolution approving the terms and conditions of an agreement with Environmental Reconstruction Services, Inc. (ERS, Inc.) for the installation of a fuel tank and fuel management system in an amount not to exceed (\$400,000.00) four hundred thousand dollars.**

Director of Equipment Services and Facilities Sapp shared that ERS designed and installed the current fuel tanks and fuel management system. Two 8-thousand gallon fiberglass underground storage tanks were installed, one unleaded the other diesel. An additional 20 thousand gallons double walled, fiberglass tank will split 14 thousand gallons diesel and 6 thousand gallons diesel exhaust fuel which will give the City of Lancaster a capacity of 16 thousand gallons gasoline (unleaded) and 14 thousand diesel gallons and 6 thousand gallons diesel exhaust fuel. The tanks will not be exposed and the two existing tanks will be tied together.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve consent item 4. The vote was cast for 7, 0 against.

5. **Discuss and consider a resolution establishing the City's support for proposed House Bill 1427 (HB 1427), which if passed would provide that a City may enforce its zoning or other land use regulations against an electric cooperative so long as the regulation does not: (1) operate to exclude the electric cooperative from the city; or (2) directly conflict with a certification granted by the Public Utility Commission.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston to approve item 5. The vote was cast for 7, 0 against.

6. Discuss and consider a resolution authorizing the City Manager to submit a support letter to the North Central Texas Council of Governments (NCTCOG) for project funding commitment to the Southern Dallas County Inland Port Loop.

Councilmember Hervey inquired staff comments on item 5. Assistant City Stringfellow shared that NCTCOG is requesting the affected Cities (Lancaster and Hutchins) to provide support letters authorizing commitment of project funding to the Southern Dallas County Inland Port Loop. The North Central Texas Council of Governments (NCTCOG), with the support of Dallas County's implementation and partnership, has funded two grade separations over the UPRR and Millers Ferry Road located at Pleasant Run Road and Wintergreen Road. Both are essential to freight circulation and highway access. The involved Cities and other potential governmental entities will participate collectively in a 50% match. By providing a support letter the City will be committing to having \$3,000,000 available in fiscal year 2019/2020. Construction is scheduled to commence in early 2019. Both the City of Lancaster and Hutchins will enter into a Project Specific Agreement with Dallas County as soon as possible in order to secure funding commitments and allowing the Dallas County Public Works staff to begin on-boarding an engineering consultant.

Micah Baker, Dallas County Public Works staff, commented that this item is a great opportunity within the City of Lancaster; the improved roadways will include Wintergreen Road, Jefferson, and Pleasant Run Road.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Morris to approve item 6. The vote was cast for 7, 0 against.

7. Discuss and consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Custom Recycling Solutions, LLC.

MOTION: Councilmember Hairston made a motion, seconded by Mayor Pro Tem Strain-Burk to approve item 7. The vote was cast for 7, 0 against.

8. Consider confirmation of nominations made by the Planning and Zoning Commission for appointment to the Lancaster Historic Landmark Preservation Committee.

Mayor Pro Tem Strain-Burk requested Mary Guinn be appointed as a regular member and appoint Mindy Truly as an alternate member.

City Manager Mauldin-Robertson shared that item 8 must be denied and represented to Planning and Zoning Commission board for reconsideration.

Councilmember Morris received clarification on the typographical error on the drafted minutes.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski confirming Planning and Zoning Commission's nomination made for the Lancaster Historic Landmark Preservation Committee (HLPC). The vote was cast for 7, 0 against.

Executive Session:

9. City Council shall convene into closed executive session pursuant to:

- a. **§551.087 of the Texas Government Code to deliberate an economic incentive grant and agreement for the Lancaster Regional Airport from the Lancaster Economic Development Corporation**

- b. §551.071 of the Texas Government Code to seek legal advice from the City Attorney concerning pending or contemplated litigation: White Rock Commercial LLC v. City of Lancaster, Cause No. DC-14-06471.**

- 10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 7:47 p.m. and reconvened into open session at 8:36 p.m.

No action taken.

MOTION: Councilmember Hairston made a motion, seconded by Councilmember Hervey to adjourn. The vote was cast for 7, 0 against.

The meeting was adjourned at 8:37 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF APRIL 3, 2017

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on April 3, 2017 at 6:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Mayor Pro Tem Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
Spencer W. Hervey Jr.
Clyde C. Hairston
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Shane Shepard, Director of Economic Development
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Jim Brewer, Director of Public Works
Jermaine Sapp, Director of Equipment Services and Facilities
Alton Dixon, Purchasing Agent
Fabrice Kabona, Assistant to the City Manager
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 6:01 p.m. on April 3, 2017.

Executive Session:

1. **City Council shall convene into closed executive session pursuant to:**
 - a. **Section §551.072 of the Texas Government Code, discuss and deliberate the acquisition, purchase, exchange, lease or value of real property as deliberation in this open meeting would have a detrimental effect of the position of the City of Lancaster in negotiations with third persons.**
 - b. **Section §551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney candidates.**
2. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 6:03 p.m. and reconvened into open session at 8:50 p.m.

No action taken.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:51 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Mark Divita, Airport Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of the L-27 and L-29 ground leases at Lancaster Regional Airport.

Background:

In 1989 the City ground leased lots L-12 through L-35 to Airport Properties, Inc. through a Master Lease in order to facilitate hangar development. Airport Properties, Inc. then issued sub-leases to lessees to buy and occupy the built hangars. In 1998 Airport Properties, Inc. sold its interest in the Master Lease to the City through an Assignment and Assumption agreement dated August 3, 1998. A major discrepancy was recently discovered when the current owner of the L-27 & L-29 ground leases prepared to sell their hangars. The Master Lease Assignment and Assumption agreement from Airport Properties, Inc. to the City was signed on August 3, 1998, however, the second paragraph on page 2 of the Assignment and Assumption states "If any of the above parties fail to execute this Assignment and Assumption Agreement, on or before August 1, 1998, then this assignment shall become null and void and of no further force and effect."

Therefore, the City Attorney drafted a complete new set of ground leases for L-27 & L-29 that maintained the same basic content and spirit of the original Master Lease and sub leases. The new leases eliminate previous ambiguity on insurance, length of lease term, taxes, and right of first refusal for re-letting. This new lease will be used as a template to remedy the remaining leases affected. This agenda communication brings forward two ground leases, L-27 & L-29, for lessee Mr. Sterling May.

Operational Considerations:

The new leases allow for the continued utilization of the hangers.

Legal Considerations:

The resolution and lease agreement were reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Fiscal Impact:

The lease rates are on an escalating schedule for the term of the lease increasing revenue for the Airport over time. They are as follows:

Years 1-3 \$535.00/annually

Years 4-6 \$890.00/annually

Years 7-9 \$645.00/annually

Years 10-15 \$700.00/annually

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Ground Lease (L-27 & L-29)

1989 Master Lease

1989 Master Lease Assignment and Assumption

1989 Sub lease L-27

1989 Sub lease L-29

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE L-27 AND L-29 GROUND LEASES AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has aircraft hangars ground leased from the Airport; and

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the ground leases pursuant to the tenant listed in Exhibit "A" & "B";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City ground lease agreements attached hereto and incorporated herein by reference as Exhibit "A" and "B" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager is hereby authorized to execute said lease agreements.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of April 2017

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

GROUND LEASE

WHEREAS, the City of Lancaster (hereinafter called "City" or "Owner") is the owner of the Lancaster Regional Airport in Lancaster, Texas (the "Airport"); and

WHEREAS, the development of the Airport and its pad sites is important to the vitality of the Airport.

This Ground Lease (the "Lease") is made this **10th day of April, 2017** (the "Commencement Date") between the City and Sterling May (hereinafter called "Lessee"), which has entered into an agreement to acquire a ground lease for Hangar No. **L-27** on the Airport property (said Hangar, together with the improvements now or hereafter located thereon or installed therein are collectively referred to herein as the "Leased Premises"), which is situated on Lot No. C of the land more particularly described on **Exhibit A** attached hereto and incorporated herein (said land comprising a portion of the Airport).

- 1. TERM.** The term of this Lease shall be from the Commencement Date until **May 20, 2032**.
- 2. GROUND RENT.** In consideration of this Lease, Lessee agrees during each year of the term of this Lease to pay to the City a yearly ground rental ("Ground Rent"). Ground Rent will be due in advance, with the first installment due on the Commencement Date and each subsequent installment due on each anniversary of the Commencement Date. The yearly Ground Rent shall be as follows:

Years 1-3	\$ <u>330.00</u>
Years 4-6	\$ <u>362.00</u>
Years 7-9	\$ <u>394.00</u>
Years 10-15	\$ <u>426.00</u>

Any Ground Rent or any other sums due and owing by Lessee to City hereunder which is/are not paid within ten (10) days after its/their due date shall bear interest at a rate of 10% per annum until said amount due is fully paid.

- 3. LEASEHOLD IMPROVEMENTS:** During the term of this Lease, Lessee shall have the right to construct additional facilities on the Leased Premises, all of which shall be in accordance with the terms and conditions of this Lease and any applicable City code or FAA requirements (the "Leasehold Improvements"). Any Leasehold Improvements shall be completed in strict accordance with the following:
 - A. Lessee shall at no time permit a lien or claim against any part of the Leased Premises to exist or to come into being arising out of the Leasehold Improvements.

B. All costs of Leasehold Improvements, labor, work, materials, and equipment installed or placed upon the Leased Premises shall be paid for solely by Lessee.

C. Lessee understands and agrees that any damage to the Leased Premises caused by the construction and/or installation of the Leasehold Improvements shall be repaired at Lessee's sole cost and expense.

4. UTILITIES: Utilities will be provided for as follows:

A. **ELECTRICITY:** All electrical usage for the Leased Premises is sub-metered, and Lessee will be responsible for all electricity charges incurred at the Leased Premises.

B. **WATER AND SEWER:** Water and sewer charges for the Leased Premises will be assessed at a \$5.00 per month minimum charge, regardless of occupancy. This minimum charge may be increased to \$7.00 per month during the last 6 years of this Lease.

5. TERMS: During the term of this Lease, the Lessee agrees to the following:

A. To abide by all rules and regulations of the Federal Aviation Administration (the "FAA"), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.

B. To accept the Leased Premises (as of the Commencement Date) in its "as is, where is" condition. City hereby disclaims and Lessee hereby accepts such disclaimer of any warranty (except a 12-month warranty), express or implied, of the conditions of fitness for use of the Leased Premises. Except for damage to the Leased Premises resulting from the negligence or willful misconduct of the City and/or their agents, officers or employees (for which the City shall have liability to repair and/or replace such damage), Lessee shall maintain and repair the Leased Premises during the term hereof.

C. During the term of this Lease, Lessee shall, at its sole cost and expense, carry (i) commercial general liability insurance (in amounts determined by Lessee), which shall name the City as an additional insured and (ii) property insurance with respect to the improvements now or hereafter comprising a part of the Leased Premises, which shall be in the amount of 100% of the replacement cost of all such improvements now or hereafter comprising a part of the Project (as such replacement cost is reasonably determined by Lessee) and name City as an additional insured, loss payee. All property insurance proceeds will be payable by joint check to the City and the Lessee for the sole

purpose of rebuilding the improvements to at least their condition prior to the date of the applicable damage or casualty.

- D. To furnish such equipment in and to the Leased Premises as may be necessary to properly secure Lessee's aircraft and hangar (office areas included). Lessee agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Lessee's aircraft in the Leased Premises.
- E. Not to hold City or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other force majeure event, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the Leased Premises, offices, aprons, field, or any other location at the Airport.
- F. Except as otherwise indicated below, to indemnify, defend, hold harmless the City and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly out of the acts of Lessee, Lessee's agents, servants, guests, or business visitors, under this Lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities. This indemnification provision shall not be applicable, however, if the negligence or willful misconduct of the City and/or their agents, officers or employees was a contributing factor to such event resulting in liability or loss.
- G. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the Leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft housed within the Leased Premises, or in rooms or areas specifically approved for such storage by the Airport Supervisor, or in underwriter-approved safety cans.
- H. To permit City to enter the Leased Premises with a prearranged appointment for inspection or repairs, of additions, or alterations necessary for the safety, improvement, or preservation of the Leased Premises.
- I. City shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. City shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.

- 6. ASSIGNMENTS AND SUBLETTING:** Lessee may sublet the Leased Premises or any part thereof provided Lessee delivers prior written notice thereof to the City. Lessee may assign its rights in this Lease to a third party provided the assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Lease, and a duplicate original thereof shall be delivered to the City prior to the effective date of such assignment. Provided the immediately preceding sentence is satisfied, the assignor of this Lease shall be released from any further liabilities or obligations under this Lease from and after the effective date of such assignment.
- 7. DEFAULT:** The following shall be deemed to be events of default by Lessee under this Lease:
- A. The making by Lessee of an assignment for the benefit of its creditors;
 - B. The levying on or against any part of the Leased Premises of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;
 - C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
 - D. Any act which creates a Mechanics Lien or claim therefor against any part of the Leased Premises which is not released or discharged within thirty (30) days thereafter; or
 - E. The failure of Lessee to pay any installment of Ground Rent or other charge or money obligation herein required to be paid by Lessee within twenty (20) days after written notice is given by City to Lessee, or the failure of Lessee to perform any Lessee's other covenants under this Lease not involving the payment of money within thirty (30) days after written notice is given by City to Lessee.

Upon the occurrence of any of the above uncured defaults, City may terminate this Lease and re-enter the Leased Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Lessee and remove all persons and property from the Leased Premises. City shall not be liable for damages or otherwise by reason of re-entry or termination of this Lease. It is further understood that Lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney's fees incurred by the City to enforce the provisions of this Lease, or the collection of the

rent due to the City. Any property belonging to Lessee or to any persons holding by, through, or under Lessee, or otherwise found upon the Leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Lessee.

8. MISCELLANEOUS PROVISIONS:

A. REMOVAL OF PERSONAL PROPERTY AND FIXTURES.

- i. Upon the termination of this Lease, Lessee shall remove all personal property from the Leased Premises and return the Leased Premises to the City in broom clean and good condition, ordinary wear and tear excepted. Lessee shall not, however, remove or be required to remove: (1) any improvements then comprising a part of the Leased Premises (including any Existing Improvements or Leasehold Improvements); or (2) any fixtures permanently or semi-permanently affixed in or to the Leased Premises, all of which are (and shall be) property of the City.
- ii. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and City may make any disposition of such personal property as it deems appropriate. City may charge Lessee for the reasonable costs incurred in disposing of such personal property.

B. TAXES. Lessee shall be responsible for the payment of any taxes or assessments on its furniture, equipment and personal property now or hereafter located in or on the Leased Premises. However, Lessee shall not be responsible or liable for any ad valorem or similar taxes or assessments on the land, improvements and/or fixtures now or hereafter constituting a portion of the Leased Premises.

C. ENVIRONMENTAL LAWS. Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by and applicable environmental laws or orders of any

governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify the City upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, City may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, City shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. The City may from time to time during the term of this Lease exercise its inspection rights in accordance with Section 5. I above to ensure Lessee's compliance with this paragraph.

- i. As used in this Lease, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.
- ii. In this Lease, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

- iii. If, prior to termination of this Lease, City informs Lessee in writing that Lessee is in breach of this paragraph (and such breach is not cured to the reasonable satisfaction of the City prior to the termination date of this Lease), Lessee's obligations to the City under this paragraph shall not be terminated upon the termination of the Lease, but shall continue as an ongoing obligation.

D. RIGHT OF FIRST REFUSAL. At the end of the Lease term (if the Lease has not been terminated early due to a Lessee default hereunder), Lessee (or its heirs, successors, and assignees) shall be given a first right of refusal to again lease the Leased Premises on terms substantially similar to those set forth in this Lease. However, the length of such new lease and rental to be paid thereunder (which shall be based on the improved ground lease rate per the City's adopted fee schedule for the Airport) shall be mutually agreed upon, and negotiated directly with the City.

E. CITY'S COVENANTS. During the term of this Lease, City covenants and agrees: (a) at City's sole cost and expense, to maintain all the Airport runways, roads, lighting, instrument approaches and all common taxiways; and (b) Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways (for automobiles) and taxiways (for aircraft), all in conformity with the rules and regulations adopted from time to time by the City, the FAA or any other state, federal or local authority.

F. TEXAS LAW TO APPLY: This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

G. PARTIES BOUND: This Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

H. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- I. **PRIOR AGREEMENTS SUPERSEDED:** This Lease constitutes the only agreement of the parties hereto and supersedes and prior understandings or written or oral agreements between the parties.
- J. **ATTORNEY'S FEES:** If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trail of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.
- K. **NOTICE:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other address as they shall have theretofore specified by written notice to the other. Any notice shall be deemed delivered and effective if hand delivered on the date of delivery or if mailed when deposited in the U.S. Mails, postage prepaid and properly addressed.
- L. **TIME OF ESSENCE:** Time is of the essence of this Lease.
- M. **NATURE AND EXTENT OF AGREEMENT:** This instrument and its exhibits contains the complete agreement of the parties regarding the terms and conditions of the lease of the Leased Premises by the City to Lessee, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of City and Lessee between the parties hereto as to the Leased Premises. Nothing in this Lease shall be construed to create a partnership, joint venture or association between the City and Lessee, and, except as otherwise indicated herein, this Lease shall not be construed to authorize either City or Lessee to act as agent for the other.
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O. **AUTHORITY TO EXECUTE:** City and Lessee represent and warrant to each other that each is full authorized to enter into this Lease without the joinder of any other person, executing this lease on behalf of each, such party corporate, partnership or joint venture action required has been taken.

[Remainder of Page Intentionally Blank]

LESSEE:

CITY OF LANCASTER:

Sterling May

Owner

Address for Notice:

Opal Mauldin-Robertson

City Manager

Address for Notice:

PO Box 940

Lancaster, TX 75146

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by _____.

[Seal]

Notary Public Signature

My Commission expires on _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by _____.

[Seal]

Notary Public Signature

My Commission expires on _____

EXHIBIT A

DESCRIPTION

BEING a tract of land situated in the JONES GREEN SURVEY, ABSTRACT NO. 504, in the City of Lancaster, Dallas County, Texas, and being part of a tract conveyed to the City of Lancaster, by Betty Edwards Smith Woodward, by Deed dated March 22, 1984, and recorded in Volume 84061, at Page 1039, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, which is located South 12 degrees 19 minutes 00 seconds East, 143.70 feet and North 77 degrees 41 minutes 00 seconds East, 71.91 feet from the Southeast corner of the most Southerly five (5) existing hangars adjacent to Lancaster Ferris Road;

THENCE South 39 degrees 07 minutes 12 seconds East for a distance of 257.69 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 305.36 feet to the beginning of a curve to the right having a radius of 45.00 feet, a tangent distance of 22.98 feet, a chord distance of 40.98 feet;

THENCE in a Northwesterly direction along said curve to the right through a central angle of 54 degrees 06 minutes & 42 seconds for a distance of 42.50 feet to the beginning of a curve to the left having a radius of 100.00 feet, a tangent distance of 51.08 feet, a chord of 90.97 feet;

THENCE in a Northwesterly direction along said curve to the left through a central angle of 54 degrees 06 minutes 42 seconds for a distance of 94.44 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 90.53 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 81.00 feet to a point for corner;

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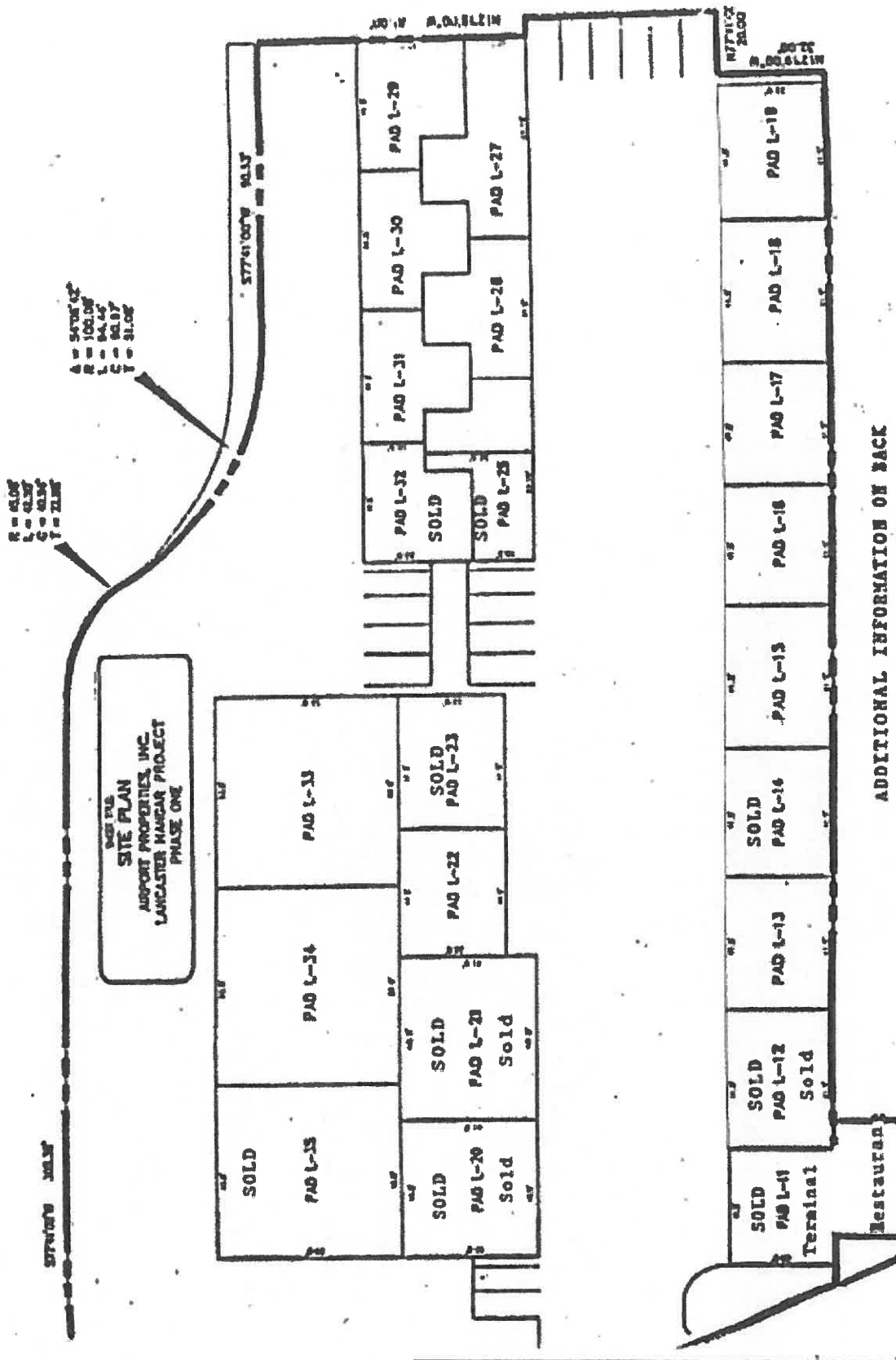
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THENCE North 77 degrees 41 minutes 00 seconds East for a distance of 383.16 feet to the PLACE OF BEGINNING.

CONTAINING 95,111.64 square feet or 2.1835 acres of land.



GROUND LEASE

WHEREAS, the City of Lancaster (hereinafter called "City" or "Owner") is the owner of the Lancaster Regional Airport in Lancaster, Texas (the "Airport"); and

WHEREAS, the development of the Airport and its pad sites is important to the vitality of the Airport.

This Ground Lease (the "Lease") is made this **10th day of April, 2017** (the "Commencement Date") between the City and Sterling May (hereinafter called "Lessee"), which has entered into an agreement to acquire a ground lease for Hangar No. **L-29** on the Airport property (said Hangar, together with the improvements now or hereafter located thereon or installed therein are collectively referred to herein as the "Leased Premises"), which is situated on Lot No. C of the land more particularly described on **Exhibit A** attached hereto and incorporated herein (said land comprising a portion of the Airport).

1. **TERM.** The term of this Lease shall be from the Commencement Date until **May 20, 2032**.
2. **GROUND RENT.** In consideration of this Lease, Lessee agrees during each year of the term of this Lease to pay to the City a yearly ground rental ("Ground Rent"). Ground Rent will be due in advance, with the first installment due on the Commencement Date and each subsequent installment due on each anniversary of the Commencement Date. The yearly Ground Rent shall be as follows:

Years 1-3	\$ <u>535.00</u>
Years 4-6	\$ <u>590.00</u>
Years 7-9	\$ <u>645.00</u>
Years 10-15	\$ <u>700.00</u>

Any Ground Rent or any other sums due and owing by Lessee to City hereunder which is/are not paid within ten (10) days after its/their due date shall bear interest at a rate of 10% per annum until said amount due is fully paid.

3. **LEASEHOLD IMPROVEMENTS:** During the term of this Lease, Lessee shall have the right to construct additional facilities on the Leased Premises, all of which shall be in accordance with the terms and conditions of this Lease and any applicable City code or FAA requirements (the "Leasehold Improvements"). Any Leasehold Improvements shall be completed in strict accordance with the following:

- A. Lessee shall at no time permit a lien or claim against any part of the Leased Premises to exist or to come into being arising out of the Leasehold Improvements.

B. All costs of Leasehold Improvements, labor, work, materials, and equipment installed or placed upon the Leased Premises shall be paid for solely by Lessee.

C. Lessee understands and agrees that any damage to the Leased Premises caused by the construction and/or installation of the Leasehold Improvements shall be repaired at Lessee's sole cost and expense.

4. UTILITIES: Utilities will be provided for as follows:

A. **ELECTRICITY:** All electrical usage for the Leased Premises is sub-metered, and Lessee will be responsible for all electricity charges incurred at the Leased Premises.

B. **WATER AND SEWER:** Water and sewer charges for the Leased Premises will be assessed at a \$5.00 per month minimum charge, regardless of occupancy. This minimum charge may be increased to \$7.00 per month during the last 6 years of this Lease.

5. TERMS: During the term of this Lease, the Lessee agrees to the following:

A. To abide by all rules and regulations of the Federal Aviation Administration (the "FAA"), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.

B. To accept the Leased Premises (as of the Commencement Date) in its "as is, where is" condition. City hereby disclaims and Lessee hereby accepts such disclaimer of any warranty (except a 12-month warranty), express or implied, of the conditions of fitness for use of the Leased Premises. Except for damage to the Leased Premises resulting from the negligence or willful misconduct of the City and/or their agents, officers or employees (for which the City shall have liability to repair and/or replace such damage), Lessee shall maintain and repair the Leased Premises during the term hereof.

C. During the term of this Lease, Lessee shall, at its sole cost and expense, carry (i) commercial general liability insurance (in amounts determined by Lessee), which shall name the City as an additional insured and (ii) property insurance with respect to the improvements now or hereafter comprising a part of the Leased Premises, which shall be in the amount of 100% of the replacement cost of all such improvements now or hereafter comprising a part of the Project (as such replacement cost is reasonably determined by Lessee) and name City as an additional insured, loss payee. All property insurance proceeds will be payable by joint check to the City and the Lessee for the sole

purpose of rebuilding the improvements to at least their condition prior to the date of the applicable damage or casualty.

- D. To furnish such equipment in and to the Leased Premises as may be necessary to properly secure Lessee's aircraft and hangar (office areas included). Lessee agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Lessee's aircraft in the Leased Premises.
- E. Not to hold City or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other force majeure event, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the Leased Premises, offices, aprons, field, or any other location at the Airport.
- F. Except as otherwise indicated below, to indemnify, defend, hold harmless the City and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly out of the acts of Lessee, Lessee's agents, servants, guests, or business visitors, under this Lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities. This indemnification provision shall not be applicable, however, if the negligence or willful misconduct of the City and/or their agents, officers or employees was a contributing factor to such event resulting in liability or loss.
- G. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the Leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft housed within the Leased Premises, or in rooms or areas specifically approved for such storage by the Airport Supervisor, or in underwriter-approved safety cans.
- H. To permit City to enter the Leased Premises with a prearranged appointment for inspection or repairs, of additions, or alterations necessary for the safety, improvement, or preservation of the Leased Premises.
- I. City shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. City shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.

6. **ASSIGNMENTS AND SUBLETTING:** Lessee may sublet the Leased Premises or any part thereof provided Lessee delivers prior written notice thereof to the City. Lessee may assign its rights in this Lease to a third party provided the assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Lease, and a duplicate original thereof shall be delivered to the City prior to the effective date of such assignment. Provided the immediately preceding sentence is satisfied, the assignor of this Lease shall be released from any further liabilities or obligations under this Lease from and after the effective date of such assignment.
7. **DEFAULT:** The following shall be deemed to be events of default by Lessee under this Lease:
- A. The making by Lessee of an assignment for the benefit of its creditors;
 - B. The levying on or against any part of the Leased Premises of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;
 - C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Lessee, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Lessee, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
 - D. Any act which creates a Mechanics Lien or claim therefor against any part of the Leased Premises which is not released or discharged within thirty (30) days thereafter; or
 - E. The failure of Lessee to pay any installment of Ground Rent or other charge or money obligation herein required to be paid by Lessee within twenty (20) days after written notice is given by City to Lessee, or the failure of Lessee to perform any Lessee's other covenants under this Lease not involving the payment of money within thirty (30) days after written notice is given by City to Lessee.

Upon the occurrence of any of the above uncured defaults, City may terminate this Lease and re-enter the Leased Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Lessee and remove all persons and property from the Leased Premises. City shall not be liable for damages or otherwise by reason of re-entry or termination of this Lease. It is further understood that Lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney's fees incurred by the City to enforce the provisions of this Lease, or the collection of the

rent due to the City. Any property belonging to Lessee or to any persons holding by, through, or under Lessee, or otherwise found upon the Leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Lessee.

8. MISCELLANEOUS PROVISIONS:

A. REMOVAL OF PERSONAL PROPERTY AND FIXTURES.

- i. Upon the termination of this Lease, Lessee shall remove all personal property from the Leased Premises and return the Leased Premises to the City in broom clean and good condition, ordinary wear and tear excepted. Lessee shall not, however, remove or be required to remove: (1) any improvements then comprising a part of the Leased Premises (including any Existing Improvements or Leasehold Improvements); or (2) any fixtures permanently or semi-permanently affixed in or to the Leased Premises, all of which are (and shall be) property of the City.
- ii. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and City may make any disposition of such personal property as it deems appropriate. City may charge Lessee for the reasonable costs incurred in disposing of such personal property.

B. TAXES. Lessee shall be responsible for the payment of any taxes or assessments on its furniture, equipment and personal property now or hereafter located in or on the Leased Premises. However, Lessee shall not be responsible or liable for any ad valorem or similar taxes or assessments on the land, improvements and/or fixtures now or hereafter constituting a portion of the Leased Premises.

C. ENVIRONMENTAL LAWS. Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by and applicable environmental laws or orders of any

governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify the City upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, City may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, City shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. The City may from time to time during the term of this Lease exercise its inspection rights in accordance with Section 5. I above to ensure Lessee's compliance with this paragraph.

- i. As used in this Lease, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.
- ii. In this Lease, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

- iii. If, prior to termination of this Lease, City informs Lessee in writing that Lessee is in breach of this paragraph (and such breach is not cured to the reasonable satisfaction of the City prior to the termination date of this Lease), Lessee's obligations to the City under this paragraph shall not be terminated upon the termination of the Lease, but shall continue as an ongoing obligation.

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F. **TEXAS LAW TO APPLY:** This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

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[Remainder of Page Intentionally Blank]

LESSEE:

CITY OF LANCASTER:

Sterling May

Owner

Address for Notice:

Opal Mauldin-Robertson

City Manager

Address for Notice:

PO Box 940

Lancaster, TX 75146

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by _____.

[Seal]

Notary Public Signature

My Commission expires on _____

STATE OF TEXAS

COUNTY OF DALLAS

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EXHIBIT A

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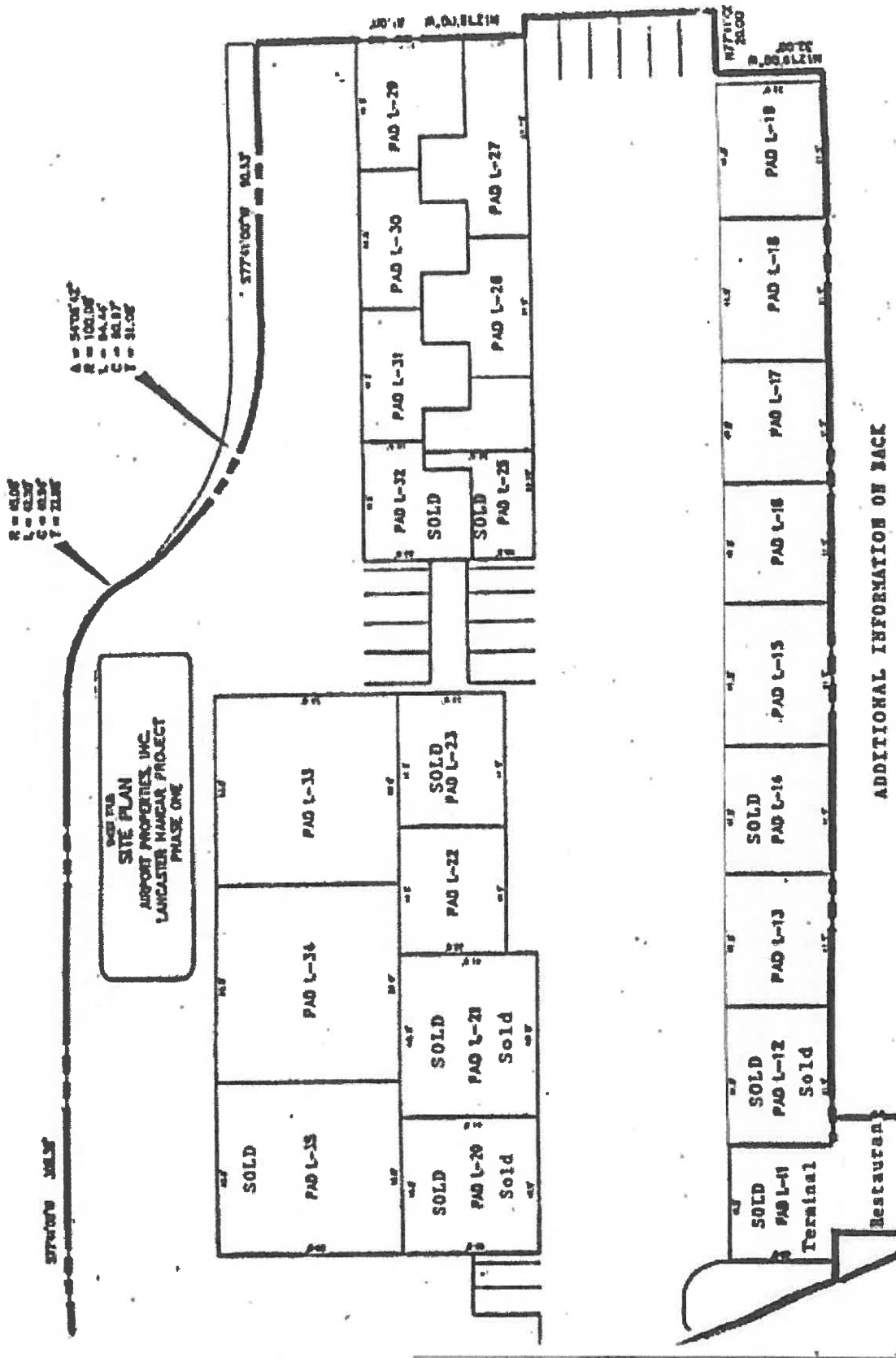
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ORIGINAL

25.00
SFCO GF# 89-81316-WW

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

LEASE AGREEMENT

5024

2

25.00 DEED
2 06/22/89

THE STATE OF TEXAS
COUNTY OF DALLAS

This Agreement of Lease is made and entered into on the 15th day of March, 1989, by and between the CITY OF LANCASTER, TEXAS, as Lessor, and AIRPORT PROPERTIES, INC., its heirs, successors, and assignees, as Lessee, and is to witness the following:

WHEREAS, Lessor is the owner of the premises known as the LANCASTER MUNICIPAL AIRPORT ("Airport"); and

WHEREAS, Lessor and Lessee are mutually desirous of entering into a lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties hereto, and of the rents, covenants and conditions herein contained, Lessor does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Exhibit "A" attached hereto and made a part hereof for all purposes during the term hereof, for the term and under the covenants and conditions hereinafter set forth. The City warrants to maintain the runways, roads, lighting, instruments approaches, and all common taxiways on the Airport throughout the term of this lease and any extensions.

SECTION 1
TERM

1.1. INITIAL TERM.

The initial term of this Lease shall be Thirty (30) years commencing on March 15, 1989, and ending on March 14, 2019, unless sooner terminated in accordance with the provisions hereof. This Lease shall become effective on March 15, 1989.

1.2. EXTENSION OF TERM.

A. Lessor hereby grants Lessee, its successors, heirs, and assigns, two successive options to extend this Lease on the Leased remises, as existing at the time(s) when either is exercised, as follows:

(1) First Option Period: Five (5) years, beginning at the expiration date of the initial term.

89121 2736

(2) Second Option Period: Five (5) years beginning at March 15, 2024.

B. As a condition for the exercise of each option, Lessee shall give Lessor written notice of Lessee's intent to exercise its option at least six (6) months prior to the expiration date of the term of the Lease, as then in effect.

C. All conditions and covenants contained herein shall remain in force during any extension of term pursuant to said option(s) except the provision for rental, which shall be renegotiated by the parties in advance of any extension, using as a basis the standard airport ground rental rates then prevailing at Lancaster Municipal Airport. During any option period, no rental shall be charged for any leasehold improvements added or constructed by Lessee, or sublessee, or successor during the term of the Lease or any option period.

D. Lessee's right to exercise such option is conditional on proper notice, required in Paragraph B of this subsection 1.2, and is further conditional upon Lessee not being in default in the performance of its covenants undertaken by Lessee, at the beginning date of the extension of the term for which such notice is given.

E. Lessee shall not have the right to exercise such options if this Lease has been terminated under any termination rights provided for in the Lease, or if Lessee is in default as to any provision or condition of the Lease prior to the exercise of an option granted under this section.

F. At the end of forty (40) years, the Lessee, its heirs, successors, and assignees shall be given first right of refusal to again lease the ground at the going fair market value. Length of lease and price shall be mutually agreed upon, and negotiated directly with the City.

SECTION 2

USE

2.1. The Lessee shall occupy and use the leased premises for the purposes of:

A. Any General aviation related activities subject to the Airport Ordinance.

B. The Construction of steel hangars for lease or sale.

C. The construction of a steel and masonry terminal building.

2.2. Hangar and terminal construction shall be in accordance with all ordinances of the City of Lancaster with regard to construction on the Airport property as well as any other applicable City, State or Federal regulations with regard to the construction.

2.3. For the use and occupancy of the leased premises herein granted, Lessee agrees to pay Lessor the sum of eight cents (\$.08) per square foot per year for the first six years of the term hereof. At the beginning of the seventh year of the term hereof and every five years thereafter, the rental payments shall be adjusted, at the beginning of year seven from eight cents (\$.08) per square foot per year, upwards or downward in accordance with the increase or decrease in the Dallas-Fort Worth Standard Metropolitan Statistical Area Consumer Price Index as of the end of the sixth year of the term hereof. The rentals provided shall be payable in advance in equal monthly installments beginning March 15, 1989. The parties hereto agree that the premises leased hereby are approximately 95,112 square feet and that the initial rental sums due hereunder are Six Hundred Thirty-four Dollars and eight cents (\$634.08) per month or Seven Thousand Six Hundred Eight Dollars and Ninety-three cents (\$7,608.93) per year for the first six (6) years hereof. Lessor further agrees that, during the term of this lease, or any extensions, there will be no tie down fees or charges, other than normal utilities connection fees and service charges applied to the Lessee. Any taxiway improvements after completion become the property of the City of Lancaster.

SECTION 3 REPRESENTATIONS AND WARRANTIES

3.1. Lessee warrants that it has inspected the leased premises and accepts possession of the premises as is, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the ordinances of the City of Lancaster.

3.2. Lessee agrees during the term of this agreement to assume the entire responsibility, cost and expense for repair and maintenance on the hangar buildings and slabs constructed under the terms hereof, and to maintain them in a good condition.

3.3. Lessee agrees to keep the premises in a clean and orderly condition and appearance.

3.4. Lessee agrees that any and all maintenance, repair or restoration activities on aircraft or otherwise shall be performed inside the hangar, screened from public view.

3.5. Lessee agrees to provide and maintain all obstruction lights and similar devices or safety equipment required by law, to keep in effect such insurance on the premises as may be required by law, to keep in effect such insurance on the premises as may be required by Lessor, and to submit plans and specifications for any major repairs, construction, alteration, modification, addition or replacement to the improvements on the premises, undertaken by Lessee, to and receive the written approval of Lessor, which shall not be unreasonably withheld. The Lessee and his successors and assigns, will not make or permit any use of the property which would interfere with landing or taking of aircraft at the Airport, or otherwise constitute an Airport hazard. This includes such items as electrical or electronic interference with communications, electrical or electronic equipment, creation or smoke or dust or glaring or misleading lights.

3.6. The Lessee and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

3.7. At the termination of the lease and all of its extensions, all improvements on the premises shall become the property of the Lessor. No improvements shall be commenced until written approval shall have been obtained from the City of Lancaster, Texas, which shall not unreasonably withheld such approval provided such plans and specifications comply with the rules and regulations described above.

3.8. Lessee shall have the right of ingress and egress to and from the leased premises by means of roadways from automobiles and taxiways for aircraft, including access during the construction phase of Airport improvements, unless otherwise agreed to in writing by both parties. Such rights

shall be consistent with the rules and regulations with respect to the occupancy and use of Airport premises as adopted from time to time by the City of Lancaster and by the Federal Aviation Administration or any other state, federal or local authority.

3.9. Lessee agrees that it will connect any sanitary appurtenances constructed within its improvements on the premises to the sanitary sewer system provided and maintained by the City.

3.10. Lessee understands and agrees that it is not granted the status of a fixed base operator by the provisions hereof and that should it desire to become a fixed base operator, that it shall follow the rules and regulations of the FAA and the City of Lancaster with regard to becoming such.

3.11. This Lease Agreement may be terminated in writing by Lessor on breach not cured within 30 days after written notification of any term hereof by the Lessee including the failure to pay rent. Prior to termination, Lessor shall inform Lessee of such breach by written notice, which notice shall describe the breach by stating the violation of a rule, regulation, ordinance, or other law of any government entity having authority over the premises, or term of this Lease, and shall provide that Lessee, owners and lenders shall have an additional 30 days after the giving of such notice in writing to cure any such breach or default. Lessee may terminate the Lease Agreement upon the giving of (90) days written notice to the City Manager of Lancaster at the address shown above or upon the failure of Lessor to furnish water and other utilities in accordance with city ordinances. Upon termination of lease because of default, all hangar owners and their lenders will be given an additional thirty (30) days written notice to cure any uncured defaults by Airport Properties, Inc., its heirs, successors and assignees. The City agrees to then recognize the hangar owners and lenders as the new lessees to assume the balance of the term of the lease under the same provision except adjusting the square footage of leased land to their individual pro rata shares. These pro rata land leases will be payable annually. It is understood that each and every sublessee and lender be given a copy of this main lease as a part of their sublease or purchase of the hangars.

3.12. It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and

actions of the City of Lancaster, Texas, constituting agreements between the City and the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the city and that the Lessor shall not be liable to Lessee on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with the same.

3.13. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance, from or consultation with or agreement by Lessee.

3.14. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.15. Lessee agrees to hold the Lessor, the City's Airport Operator, officers, agents, employees of the City of Lancaster and the Airport Operator, harmless from any claim, demands or causes of action asserted by third persons arising directly or indirectly out of Lessee's use of the therewith.

3.16. The Lessee, his personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. That in the event of breach of any of the preceding nondiscrimination covenant, Lessor shall have the right to terminate the Lease under the provisions in Section 10.

SECTION 4
GENERAL PROVISIONS

4.1. Time is of the essence in this Lease Agreement.

4.2. All notices to be given to either party shall be in writing and delivered to the addresses shown below.

4.3. Lessee shall not use, or permit the use of, the leased premises, or any part thereof, for any purpose or use other than those authorized by this Lease Agreement.

4.4. This Lease Agreement is performable and enforceable in Dallas county, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.5. No part of the premises demised hereby may be assigned to any other party by Lessee without the express, prior written approval of the City of Lancaster. Approval will not be unreasonably or arbitrarily withheld. For lenders and purchasers, the City of Lancaster agrees to issue a satisfactory estoppel agreement recognizing the lender and purchaser for that hangar.

4.6. This Agreement shall not be construed to create a partnership or joint venture between Lessor and lessee or to constitute lessee an agent of Lessor.

4.7. This Lease Agreement is the entire agreement between the parties and no warranties or representations have been made by either party except as expressed herein.

4.8. None of the provisions hereof may be changed, modified, discharged, extended or amended except by an additional written instrument duly executed by the parties hereto.

4.9. The invalidity of any provision hereof shall have no effect on the validity of the remaining portions hereof which are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

LESSOR

CITY OF LANCASTER, TEXAS,

211 N. Henry Street
Lancaster, TX 75146

Margie Waldrop
Mayor Pro Tem
Margie Waldrop

ATTEST:

Frances H. Goodman
City Secretary

LESSEE

AIRPORT PROPERTIES, INC.,

5260 S. Collins
Arlington, TX 76018

Jack H Cox
Jack Cox, President

ATTEST:

Jack H Cox

[Signature]

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 7th day of June, 1989 by Margie Waldrop, Mayor Pro Tem of the City of Lancaster, Texas, on behalf of said City.

My commission expires: 2-16-92

STATE OF TEXAS)
COUNTY OF DALLAS)



ALANA NELSON
Notary Public, State of Texas

This instrument was acknowledged before me on the 7th day of June, 1989 by Jack H. Cox, President of Airport Properties, Inc., on behalf of said Corporation.

My commission expires: 2-16-92



ALANA NELSON
Notary Public, State of Texas

89121 2743

EXHIBIT "A"

DESCRIPTION

BEING a tract of land situated in the JONES GREEN SURVEY, ABSTRACT NO. 504, in the City of Lancaster, Dallas County, Texas, and being part of a tract conveyed to the City of Lancaster, by Betty Edwards Smith Woodward, by Deed dated March 22, 1984, and recorded in Volume 84061, at Page 1039, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, which is located South 12 degrees 19 minutes 00 seconds East, 143.70 feet and North 77 degrees 41 minutes 00 seconds East, 71.91 feet from the Southeast corner of the most Southerly five (5) existing hangars adjacent to Lancaster Ferris Road;

THENCE South 39 degrees 07 minutes 12 seconds East for a distance of 257.69 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 305.36 feet to the beginning of a curve to the right having a radius of 45.00 feet, a tangent distance of 22.98 feet, a chord distance of 40.98 feet;

THENCE in a Northwesterly direction along said curve to the right through a central angle of 54 degrees 06 minutes a 42 seconds for a distance of 42.50 feet to the beginning of a curve to the left having a radius of 100.00 feet, a tangent distance of 51.08 feet, a chord of 90.97 feet;

THENCE in a Northwesterly direction along said curve to the left through a central angle of 54 degrees 06 minutes 42 seconds for a distance of 94.44 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 90.53 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 81.00 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 6.00 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 57.00 feet to a point for corner;

THENCE North 77 degrees 41 minutes 00 seconds East for a distance of 20.00 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 32.00 feet to a point for corner;

THENCE North 77 degrees 41 minutes 00 seconds East for a distance of 383.16 feet to the PLACE OF BEGINNING.

CONTAINING 95,111.64 square feet or 2.1835 acres of land.

RETURN TO:

CITY OF LANCASTER, TEXAS
211 N. HENRY STREET
LANCASTER, TX. 75146

FILED
Eugene B. Bullock
COUNTY CLERK
DALLAS COUNTY

89 JUN 22 AM 11:49

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

JUN 22 1989



Eugene B. Bullock
COUNTY CLERK, Dallas County, Texas

ASSIGNMENT & ASSUMPTION OF LEASE

Assignment API - Lancaster2.wps

This agreement is made between Airport Properties, Inc., a Texas Corporation, hereafter called "ASSIGNOR" and the City of Lancaster, Texas, a Texas Municipal Corporation, hereinafter called "ASSIGNEE".

RECITALS

WHEREAS, a lease hereinafter called the "Master Lease" (Exhibit A) was executed March 15, 1989 between the City of Lancaster, Texas, a Texas Municipal Corporation and Airport Properties, Inc., for certain property described by the meets and bounds under the Master Lease and referred hereinafter as the "Leased Premises".

WHEREAS, the Assignor desires to assign to the Assignee all of its obligations, rights, title and interest arising under the "Master Lease" which is attached hereto and made a part hereof as Exhibit A, and Assignor desires to further assign to Assignee all of its obligations, rights, title and interest arising under (16) sixteen individual "Sublease Agreements", Exhibit B, attached hereto and made a part hereof and hereinafter referred to as the "Subleases". Exhibits A & B are hereinafter collectively referred to as the "Assigned Property".

Exhibit C, attached hereto is the Annual Billing Schedule, Utility Listing & Electric Meter Reading Schedule as of August 1st, 1998. This schedule lists each Sub-Tenant, their anniversary date, annual insurance and ground rental fees, annual common area maintenance fee, the next billing dates for ground rent and insurance by assignee, the beginning electrical meter readings, schedule of sub-meters and hangars due monthly and hangars due water & sewer charges. Exhibit D attached hereto is the leasehold plat.

NOW, THEREFORE, upon execution of this agreement and in consideration of the sum of six thousand dollars (\$6,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual agreement set forth below, the Assignor hereby assigns and transfers to Assignee, its heirs, executors, administrators, and assigns, all of Assignor's obligations, rights, title and interest in and to the "Assigned Property".

The Assignee accepts the assignment of the "Master Lease" (Exhibit A), and an assignment of all of the "Subleases" (Exhibit B) and in addition, expressly assumes and agrees to perform and fulfill all of the terms, covenants, conditions, and obligations required to be kept, performed, and fulfilled by the Assignor under both the "Master Lease" (Exhibit A) and each of the "Subleases" (Exhibit B).

Assignee and Assignor understand and agree that the effective date of this Assignment and Assumption Agreement shall become effective when fully executed by Airport Properties, Inc. and the City of Lancaster. Upon the effective date of this agreement, Assignor agrees to immediately send written notice to all Subleasees advising them of the assignment of the Master Lease and Subleases to the City of Lancaster.

If any of the above parties fail to execute this Assignment and Assumption Agreement, on or before August 1, 1998, then this assignment shall become null and void and of no further force and effect.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, executors, administrators, successors in interest, and assigns.

Assignee to indemnify, defend and hold harmless Assignor, its officers, heirs and successors harmless of and from any and all costs, expenses, taxes, obligations, liabilities, demands, accidents and claims of every kind which may be asserted by any persons, firms or corporations related to the Master Lease, the Subleases or the use of the Leasehold Improvements.

Assignee further agrees to release and forever discharge Assignor of and from any and all past or present liabilities, lease obligations, monetary obligations, property taxes, ground rents, utilities, or maintenance related to any of the Subleases, the Master Lease and or any of the leasehold improvements.

Assignor agrees to release and forever discharge Assignee of and from any and all obligations, debts, property tax refunds, demands, ground rental refunds, legal actions or other causes of actions which the Assignor may now have or may have in the future as it may relate to the Subleases, the Master Lease and any leasehold improvements.

Assignee and Assignor agree that as of the effective date of this assignment all future costs of insurance coverage, utilities and ground rents will be for the account of Assignee.

This agreement shall be binding upon and inure to the benefits of the parties to this Agreement, their heirs, representatives, assigns, executors, administrators and successors in interests. This agreement shall be governed according to the laws of the State of Texas.

Time is of the essence.

This agreement along with Exhibits A, B, C & D constitute the entire agreement of the parties and any other representations, warranties, prior agreements, verbal or otherwise, that are not included herein have no effect on the agreement between the two undersigned parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of August 3, 1998.

ASSIGNOR: AIRPORT PROPERTIES, INC.

Jack H Cox, Pres.

by: Jack Cox, President

ASSIGNEE: CITY OF LANCASTER

Steve Norwood

Print Name: STEVE NORWOOD

by: Authorized Agent of the City

This instrument was executed before me on the 3rd day of Aug., 1998 by Jack Cox, President of Airport Properties, Inc.

Richard W. King
Witness Signature

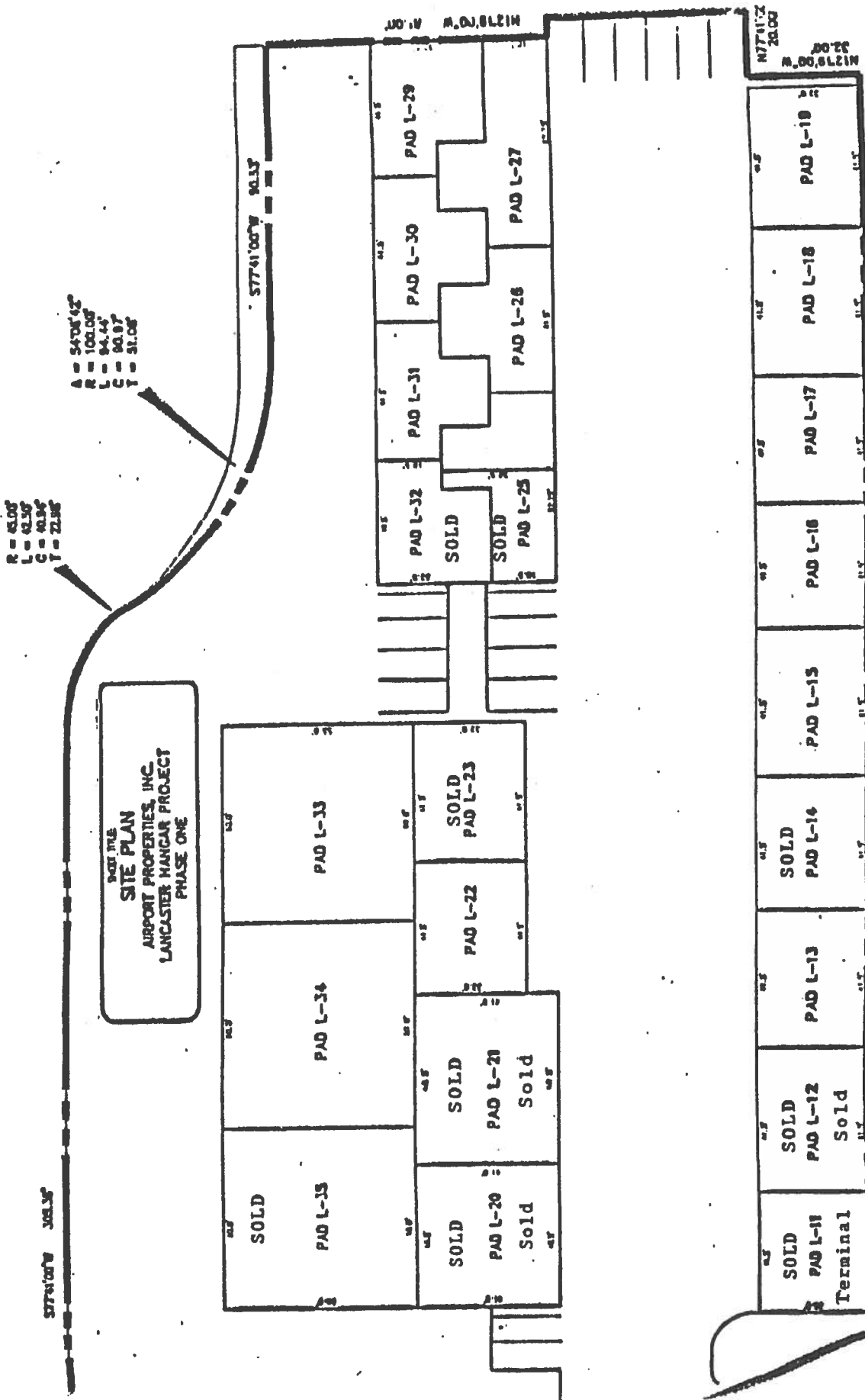
This instrument was acknowledged before me on the 3rd day of Aug., 1998 by City Manager the duly authorized agent of the City of Lancaster.

Richard W. King
Witness Signature

AIRPORT PROPERTIES INC.

Exhibit D

5260 S. COLLINS ARLINGTON, TEXAS 76018 METRO (817) 467-0519



ADDITIONAL INFORMATION ON BACK

ORIGINAL
COPY

GROUND LEASE

On March 15, 1989 the City of Lancaster entered into a land lease with Airport Properties, Inc. for the purpose of constructing hangars for sale or lease.

This Ground Lease is made this 1 day of February, 1992 between Airport Properties, Inc., its heirs, successors and assigns (hereafter called "Manager") and James B. Dagnon (hereafter called "Owner"), who have entered into an agreement to purchase Hangar No. L-27 which is situated on Lot No. C.

1. **INITIAL TERM**--The initial term of this Ground Lease shall be from the date of sale (closing) until May 20, 2024. The "rental commencement date" is the date the closing takes place. The "right of first refusal" (given to Airport Properties, Inc. in the main lease) is hereby assigned to James B. Dagnon as long as they have not been in default of this sublease of the ground.

2. **ANNUAL CHARGES**--"Annual Charges" as a covenant with the Contract of Sale on Hangar No. L-27 and the execution of this Ground Lease, the hangar owner agrees during each year of the term of this agreement to pay to the Manager a yearly ground rental, annual insurance on the hangar, pro rata property taxes, trash dumpster fees, and any necessary common maintenance necessary for the upkeep and preservation of the property.

A. **GROUND RENT:** Ground Rent will be due in advance on or before each anniversary commencement date. The yearly ground rent may be adjusted as follows:

93-95 Years 1-3	\$ <u>200.00</u>
96-97 Years 4-5	\$ <u>215.00</u>
98-2003 Years 6-10	\$ <u>269.00</u>
03-07 Years 11-15	\$ <u>295.00</u>
08-12 Years 16-20	\$ <u>318.00</u>
13-17 Years 21-25	\$ <u>330.00</u>
18-22 Years 26-30	\$ <u>362.00</u>

B. **ANNUAL INSURANCE:** On or before each and every commencement date, annual hangar property casualty insurance and a blanket liability policy will be due. The property insurance will cover the Hangar only; no contents or improvements will be covered. If coverage to add contents and improvements is desired, the Owner must

ANNUAL INSURANCE CONT'D:

advise the Manager in writing so that additional coverage may be added.

All insurance proceeds will be payable by joint check to Airport Properties, Inc., the City and the Owner for the sole purpose of rebuilding the Hangar to its original condition.

All insurance is subject to increase and/or decrease each anniversary date. Property insurance is mandatory.

- C. **TRASH DUMPSTER:** Trash dumpster service is due and payable on or before each and every commencement date. This charge is prorated over the entire project and must remain at all times fair, equal and within industry standards.
- D. **PROPERTY TAXES:** Within fifteen (15) days after request from Manager, James B. Dagnon agrees to reimburse sublessor for all assessments, real estate taxes, ad valorem taxes of any sort of a private or governmental nature, and any governmental charges levied or imposed upon or against the Hangar or the ground.

All "Annual Charges" are due on or before each anniversary commencement date. Any charges due and unpaid later than fifteen (15) days after shall bear interest at the highest lawful rate and be subject to a late collection fee in the amount of \$25.00..

3. UTILITIES--Utilities will be provided for as follows:

- A. **ELECTRICITY:** All electrical usage will be individually metered and Tenant will be responsible for all charges incurred. All submetered hangars will be assessed a \$5.00 per month minimum charge or actual meter reading charge, whichever is higher. The minimum charge may be increased to \$10.00 during the 15th-30th years of this Agreement.
- B. **WATER AND SEWER:** Water and Sewer charges will be assessed at a \$5.00 per month minimum charge, regardless of occupancy. This minimum charge may be increased to \$10.00 during the 15th-30th years of this Agreement.

All utilities must be paid within fifteen (15) days of receipt of invoice or be subject to a late fee in the amount of \$25.00.

4. **TERMS:** During the term of this Ground Lease and all extensions, the Tenant agrees to the following:

- A. To abide by all rules and regulations of the Federal Aviation Administration (FAA), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.
- B. To accept all facilities on the Premises in the condition in which they are found. Manager hereby disclaims and Tenant hereby accepts such disclaimer of any warranty (except a 12 month warranty), express or implied, of the conditions of fitness for use of the Hangar, and to maintain the Hangar at no cost to the Manager whatsoever.
- C. To furnish such equipment as may be necessary to properly secure Tenant's aircraft and hangar (office areas included). Tenant agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Tenant's aircraft. Note: Most insurance companies will not cover damage by the Sublessee's plane or automobile.
- D. Not to hold Manager or City of Lancaster or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangar, offices, aprons, field, or any other location at the Airport; and Sublessee agrees that the aircraft and its contents are to be stored at Sublessee's risk whether on the field or in the Hangar.
- E. To indemnify, defend, hold harmless the Manager and the City of Lancaster and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of Tenant, Tenant's agents, servants, guests, or business visitors, under this lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities.
- F. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft for such purpose, or in rooms or areas specifically approved for such

F. CONT'D:

storage by the Airport Supervisor, or in Underwriters approved safety cans.

G. To permit Manager to enter the Premises with a prearranged appointment for inspection or repairs, of additions, or alternations necessary for the safety, improvement, or preservation of the Premises.

5. **ASSIGNMENTS AND SUBLETTING**--Assignment of the Premises or any part thereof shall be made by first giving written notice thereof to Manager. In the event of an assignment, the Assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Agreement, and a duplicate original thereof shall be delivered to the Manager prior to its effective date.

IMPROVEMENTS--Improvements shall be completed in strict accordance with the following:

- A. Tenant shall at no time permit an lien or claim against any part of the leased Premises or the Hangar to exists or to come into being arising out of the Leasehold Improvements.
- B. All costs of Leasehold Improvements, labor, work, materials, and equipment installed or placed upon the Premises shall be paid for solely by Tenant.
- C. Tenant understands and agrees that any damage to the Hangar caused by any of Tenant's Leasehold Improvements shall be repaired at Tenant's sole cost and expense.

7. **SECURITY**--To secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or losses which Tenant may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, Tenant hereby grants Manager a security interest in and an express contractual lien against the Hangar.

8. **DEFAULT**--The following shall be deemed to be events of default by Tenant under this lease:

- A. The making by Tenant of an assignment for the benefit of its creditors;
- B. The levying on or against the property of Tenant of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;

- C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
- D. Any act which creates a Mechanics Lien or claim therefore against the land or Hangar and/or the Premises satisfactory to Tenant and lessor within ten (10) days thereafter; or
- E. The failure of Tenant to pay any installment of "annual charges" or other charge or money obligation herein required to be paid by Manager within twenty (20) days after written notice is given by Manager to Tenant, or to perform any other of Manager's covenants under this lease not involving the payment of money within thirty (30) days after written notice is given by Manager to Tenant.

Upon the occurrence of any of the above uncured defaults, Manager may terminate this lease and reenter the Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Tenant and remove all persons and property therefrom the hangar. Airport Properties, Inc. shall not be liable for damages or otherwise by reason of reentry or termination of this lease. It is further understood that lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney's fees incurred by Airport Properties, Inc., to enforce the provisions of this Lease Agreement, or the collection of the rent due Airport Properties, Inc. Any property belonging to lessee or to any persons holding by, through, or under lessee, or otherwise found upon the leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Sublessee.

9. MISCELLANEOUS PROVISIONS

- A. **TEXAS LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- B. **PARTIES BOUND:** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

- C. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement and Contract of Sale constitute the only agreements of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- E. **ATTORNEY'S FEES:** If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trail of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.
- F. **NOTICE:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other address as they shall have theretofore specified by written notice to the other. Any notice shall be deemed delivered and effective if hand delivered on the date of delivery or if mailed when deposited in the U.S. Mails, postage prepaid and properly addressed.
- G. **TIME OF ESSENCE:** Time is of the essence of this Agreement.
- H. **NATURE AND EXTENT OF AGREEMENT:** This instrument and the Contract of Sale and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the Sale of the Hangar, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Manager and Tenant between the parties hereto as to the leased Premises, and nothing herein expressly set forth. Specifically, nothing in this lease shall be construed to create partnership, joint venture or association in any relationship with Manager other than that of landlord and tenant, and this lease shall

NATURE AND EXTENT OF AGREEMENT CONT'D:

not be construed to authorize either Manager or Tenant to act as agent for the other.

- I. CAPTIONS AND HEADINGS:** The captions and headings through this lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease or in any way affect this lease.
- J. AUTHORITY TO EXECUTE:** Manager and Tenant represent and warrant to each other that each is full authorized to enter into this lease without the joinder of any other person, executing this lease on behalf of each, such party corporate, partnership or joint venture action required has been taken.

TENANT & PERSONAL GUARANTOR:

James B Dagnon
James B. Dagnon

Address for Notice:

7000 Crater Lake Dr.
Arlington, Texas 76016

MANAGER: Jack H. Cox, Jr
Airport Properties, Inc.
A Texas Corporation

Jack H Cox, Pres
Jack H. Cox
President

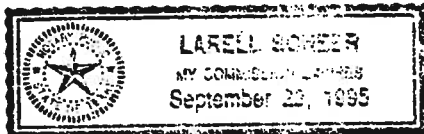
Address for Notice:

5260 S. Collins
Arlington, Texas 76018

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on 1-31-92 by James B. Dagnon and Jack H. Cox, President of Airport Properties, Inc.



Larell Sower
Notary Public Signature

My commission expires: 9-22-95

GROUND LEASE
HALLGRLE.WPS

130001

01/21/97 355838 \$25.00
Deed

On March 15, 1989 the City of Lancaster entered into a land lease with Airport Properties, Inc. known as the Master Lease, for the purpose of constructing leasehold improvements recognized as hangars for sale or lease.

This Ground Lease is made this 6th day of December, 1996, between Airport Properties, Inc., its heirs, successors and assigns (hereafter called "Manager") and Paul W. Hall. (hereafter called "Owner"), who have entered into an agreement to purchase the Leasehold Estate defined as Hangar #29, which is located in Building #C, and located within the attached meets and bounds of Exhibit A. which is all located at the Lancaster Municipal Airport, Lancaster, Texas.

1. INITIAL TERM--The initial term of this Ground Lease shall be from the date of sale (closing) and run concurrent with Manager's master lease. The "rental commencement date" is the date the closing takes place. The "right of first refusal" (given to Airport Properties, Inc. in the main lease) is hereby assigned to Paul W. Hall, as long as he has not been in default of this ground lease.

2. ANNUAL CHARGES--as a covenant with the Contract of Sale on Hangar No.29 and the execution of this Ground Lease, "Owner" agrees that during each year of the term of this agreement he will pay or cause to be paid, to the Manager, a yearly ground rental, annual insurance on the hangar, pro rata property taxes (if any), and all common maintenance, necessary for the upkeep and preservation of the property.

A. GROUND RENT: Ground Rent will be due, in advance, on or before each anniversary commencement date (the closing date). The annual ground rental rate may be adjusted as follows:

Years 1-3	\$ 295	97-99
Years 4-5	\$ 347	00-01
Years 6-10	\$ 399	02-06
Years 11-15	\$ 420	07-11
Years 16-20	\$ 470	12-16
Years 21-25	\$ 535	17-21
Years 26-30	\$ 590	22-26

B. ANNUAL INSURANCE: On or before each and every commencement date, annual hangar property casualty insurance will be due. The property insurance will cover the Hangar only; no contents or improvements will be covered. If coverage to add contents and improvements is desired, the Owner must advise the Manager in writing so that additional coverage may be added. All insurance proceeds will be used for the sole purpose of rebuilding the Hangar to its original condition.

97013 00022

All insurance is subject to increase and or decreases each anniversary date. Property insurance is mandatory.

C. **PROPERTY TAXES:** Within fifteen (15) days after request from Manager, Paul W. Hall agrees to reimburse Manager for all assessments, real estate taxes, ad valorem taxes of any sort of a private or governmental nature, and any governmental charges if levied or imposed upon or against the Hangar or the ground lease.

All "Annual Charges" are due on or before each anniversary commencement date. Any charges due and unpaid later than fifteen (15) days after shall bear interest at the highest lawful rate and be subject to a late collection fee in the amount of \$25.00.

3. **UTILITIES**--Utilities will be provided for as follows:

A. **ELECTRICITY:** Electrical usage will be sub-metered with manager and Tenant will be responsible for all charges incurred. All sub-metered hangars will be assessed a \$5.00 per month minimum charge or actual meter reading charge, whichever is higher. The minimum charge may be increased to \$10.00 during the 15th-30th years of this Agreement.

B. **WATER AND SEWER:** Water and Sewer charges will be assessed at a \$3.00 per month minimum charge, regardless of occupancy or use or a reasonable and fair prorata charge, which ever is higher. This minimum charge may be increased to \$8.00 during the 10th-20th years of this Agreement.

All utilities must be paid within fifteen (15) days of receipt of invoice or be subject to a monthly late fee in the amount of \$15.00 and subject to default as provided within this agreement.

4. **TERMS:** During the term of this Ground Lease and all extensions, the Tenant agrees to the following:

A. To abide by all rules and regulations of the Federal Aviation Administration (FAA), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.

B. To accept all facilities on the Premises in the condition in which they are found. Manager hereby disclaims and Tenant hereby accepts such disclaimer of any warranty (except a 12 month warranty), express or implied, of the conditions of fitness for use of the Hangar, and to maintain the Hangar at no cost to the Manager whatsoever.

C. To furnish such equipment as may be necessary to properly secure Tenant's aircraft and hangar (office areas included). Tenant agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Tenant's aircraft. Note: Most insurance companies will not cover damage by the Owner's plane or automobile.

D. Not to hold Manager or City of Lancaster or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other cause

whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangar, offices, aprons, field, or any other location at the Airport; and Owner agrees that the aircraft and its contents are to be stored at Owner's risk whether on the field or in the Hangar.

E. To indemnify, defend, hold harmless the Manager and the City of Lancaster and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of Tenant, Tenant's agents, servants, guests, or business visitors, under this lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities.

F. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft for such purpose, or in rooms or areas specifically approved for such storage by the Airport Supervisor, or in Underwriters approved safety cans.

G. To permit Manager to enter the Premises with a prearranged appointment for inspection or repairs, of additions, or alternations necessary for the safety, improvement, or preservation of the Premises.

5. **ASSIGNMENTS AND SUBLETTING**--Assignment of the Premises or any part thereof shall be made by first giving written notice thereof to Manager. In the event of an assignment, the Assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Agreement, and a duplicate original thereof shall be delivered to the Manager prior to its effective date.

IMPROVEMENTS--Improvements shall be completed in strict accordance with the following:

A. Tenant shall at no time permit an lien or claim against any part of the leased Premises or the Hangar to exists or to come into being arising out of the Leasehold Improvements.

B. All costs of Leasehold Improvements, labor, work, materials, and equipment installed or placed upon the Premises shall be paid for solely by Tenant.

C. Tenant understands and agrees that any damage to the Hangar caused by any of Tenant's Leasehold Improvements shall be repaired at Tenant's sole cost and expense.

7. **SECURITY**--To secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or losses which Tenant may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, Tenant hereby grants Manager a security interest in and an express contractual lien against the Hangar.

8. **DEFAULT**--The following shall be deemed to be events of default by Tenant under this lease:

A. The making by Tenant of an assignment for the benefit of its creditors;

B. The levying on or against the property of Tenant of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;

C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;

D. Any act which creates a Mechanics Lien or claim therefore against the land or Hangar and/or the Premises satisfactory to Tenant and lessor within ten (10) days thereafter; or

E. The failure of Tenant to pay any installment of "annual charges" or other charge or money obligation herein required to be paid by Manager within twenty (20) days after written notice is given by Manager to Tenant, or to perform any other of Manager's covenants under this lease not involving the payment of money within thirty (30) days after written notice is given by Manager to Tenant.

Upon the occurrence of any of the above uncured defaults, Manager may terminate this lease and reenter the Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Tenant and remove all persons and property therefrom the hangar.

Airport Properties, Inc. shall not be liable for damages or otherwise by reason of reentry or termination of this lease. It is further understood that lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney's fees incurred by Airport Properties, Inc., to enforce the provisions of this Lease Agreement, or the collection of the rent due Airport Properties, Inc. Any property belonging to lessee or to any persons holding by, through, or under lessee, or otherwise found upon the leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Owner.

9. MISCELLANEOUS PROVISIONS

A. **TEXAS LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

B. **PARTIES BOUND:** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

C. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement and Contract of Sale constitute the only agreements of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

E. **ATTORNEY'S FEES:** If Manager has to employ an attorney to collect any monies due under this agreement or to enforce any terms of this agreement, Manager shall be entitled to collect reasonable attorney's fees from the Owner, which will be considered as additional rentals hereunder.

F. **NOTICE:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other address as they shall have theretofore specified by written notice to the other. Any notice shall be deemed delivered and effective if hand delivered on the date of delivery or if mailed when deposited in the U.S. Mails, postage prepaid and properly addressed.

G. **TIME OF ESSENCE:** Time is of the essence of this Agreement.

H. **NATURE AND EXTENT OF AGREEMENT:** This instrument and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the Sale of the Hangar, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Manager and Tenant between the parties hereto as to the leased Premises, and nothing herein expressly set forth. Specifically, nothing in this lease shall be construed to create partnership, joint venture or association in any relationship with Manager other than that of landlord and tenant, and this lease shall not be construed to authorize either Manager or Tenant to act as agent for the other.

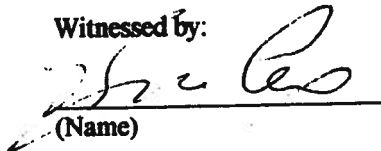
I. **CAPTIONS AND HEADINGS:** The captions and headings through this lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease or in any way affect this lease.

J. AUTHORITY TO EXECUTE: Manager and Tenant represent and warrant to each other that each is fully authorized to enter into this lease without the joinder of any other person.

TENANT:

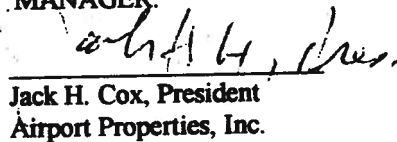

Paul W. Hall

Witnessed by:

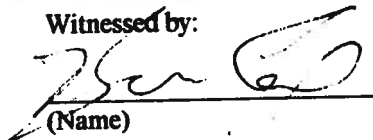

(Name)

562 W Vandenberg
(Address) Stephenville TX 76401

MANAGER:


Jack H. Cox, President
Airport Properties, Inc.

Witnessed by:


(Name)

(Address)

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 7th day of December
1996, by Paul W. Hall, an individual.



Lynda J. Homer
Notary Public, State of Texas

Notary's Name Printed:

Lynda J. Homer
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the 7th day of December
1996, by Jack H. Cox, President of Airport Properties, Inc., a Texas corporation, on behalf of
said corporation.



Lynda J. Homer
Notary Public, State of Texas

Notary's Name Printed:

Lynda J. Homer
My Commission Expires: _____

GROUND LEASE/AIRPORT PROPERTIES, INC.-PAUL W. HALL

EXHIBIT "A"

DESCRIPTION

BEING a tract of land situated in the JONES GREEN SURVEY, ABSTRACT NO. 504, in the City of Lancaster, Dallas County, Texas, and being part of a tract conveyed to the City of Lancaster, by Betty Edwards Smith Woodward, by Deed dated March 22, 1984, and recorded in Volume 84061, at Page 1039, in the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows: .

BEGINNING at a point for corner, which is located South 12 degrees 19 minutes 00 seconds East, 143.70 feet and North 77 degrees 41 minutes 00 seconds East, 71.91 feet from the Southeast corner of the most Southerly five (5) existing hangars adjacent to Lancaster Ferris Road;

THENCE South 39 degrees 07 minutes 12 seconds East for a distance of 257.69 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 305.36 feet to the beginning of a curve to the right having a radius of 45.00 feet, a tangent distance of 22.98 feet, a chord distance of 40.98 feet;

THENCE in a Northwesterly direction along said curve to the right through a central angle of 54 degrees 06 minutes & 42 seconds for a distance of 42.50 feet to the beginning of a curve to the left having a radius of 100.00 feet, a tangent distance of 51.08 feet, a chord of 90.97 feet;

THENCE in a Northwesterly direction along said curve to the left through a central angle of 54 degrees 06 minutes 42 seconds for a distance of 94.44 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 90.53 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 81.00 feet to a point for corner;

THENCE South 77 degrees 41 minutes 00 seconds West for a distance of 6.00 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 57.00 feet to a point for corner;

THENCE North 77 degrees 41 minutes 00 seconds East for a distance of 20.00 feet to a point for corner;

THENCE North 12 degrees 19 minutes 00 seconds West for a distance of 32.00 feet to a point for corner;

THENCE North 77 degrees 41 minutes 00 seconds East for a distance of 383.16 feet to the PLACE OF BEGINNING.

CONTAINING 95,111.64 square feet or 2.1835 acres of land.

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Mark Divita, Airport Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of the City owned terminal building commercial lease with Skyline Aviation, Inc. from building 730 at Lancaster Regional Airport.

Background:

The City owns the terminal building and has vacant lease space upstairs. The space is well suited for a flight school. Skyline Aviation, an established flight school from San Angelo, would like to expand its operations to the Metroplex and has chosen Lancaster Regional Airport as its base of operations. A flight school will increase fuel sales, hangar rent, and office rent revenues. The lease term is three years with a three year option.

Operational Considerations:

The City commercial lease is used for specialty fixed based operators on the airfield. This agenda item is to request a commercial lease agreement for office space units 730-201/202/203 for Skyline Aviation flight school owned by Mr. Jonathan Shorey.

Legal Considerations:

The lease agreement was reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Fiscal Impact:

Skyline Aviation will pay \$2,265.30 per month equivalent to \$27,183.60 annually. During the first three months of lease Skyline Aviation shall be allowed reimbursement of rent for interior improvements made with proof of receipt. Improvements include flooring, painting and window coverings. A rent rebate, as listed in the lease on page 4, is authorized for the first 3 years based upon quantity of fuel purchased from the City. These reimbursements are being utilized as incentives. The profit from the required gallons purchased is more than the rebate given, therefore will be a net gain for the Airport.

Options/Alternatives:

1. Council may approve the resolution as presented.
2. Council reject the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit "1"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED TERMINAL BUILDING COMMERCIAL LEASE WITH SKYLINE AVIATION, INC. FROM BUILDING 730 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has terminal building office space available for monthly rental and revenue gain; and

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the commercial lease with Skyline Aviation, Inc. pursuant to the terms and conditions of the Airport Terminal Lease Agreement attached as Exhibit "1";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City terminal building commercial lease agreement attached hereto and incorporated herein by reference as Exhibit "1" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager is hereby authorized to execute said lease agreement.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 § **AIRPORT TERMINAL LEASE AGREEMENT**
 COUNTY OF DALLAS §

THIS AIRPORT TERMINAL SPACE LEASE AGREEMENT ("Lease") is made and entered into this 10th day of April, 2017, by and between the **CITY OF LANCASTER**, a Texas Home-rule Municipal Corporation ("City" or "Lessor") and **SKYLINE AVIATION INC.**, a Texas corporation ("Lessee").

WITNESSETH:

WHEREAS, City is the owner and operator of the Lancaster Regional Airport ("Airport") which is located in the City of Lancaster, Dallas County, State of Texas; and

WHEREAS, Lessee desires to lease and use the Leased Premises (defined below) for the conduct of an aviation related activity and associated uses as authorized herein; and

WHEREAS, in accordance with the provisions contained within this Lease, City desires to allow Lessee to use the Property for the foregoing purpose;

NOW, THEREFORE, for and in consideration of the rental payments, covenants, promises, and agreements contained herein, and for other good and valuable consideration, City and Lessee agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Lease, the following words and phrases shall have the following meanings unless the context clearly indicates otherwise:

Airport means the Lancaster Regional Airport, located at 730 Ferris Road, Suite 102, Lancaster, Texas 75146.

FAR means Federal Aviation Regulations.

Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.

Initial Rent means TWO THOUSAND SIXTY-FIVE AND 30/100 (\$2,265.30) per month during the Initial Term.

Leased Premises means an approximately 2,265.3 square foot space located within the Airport Terminal Building owned by City and located at 730 Ferris Road, Lancaster, Texas, said space being more commonly known as "Suites 201, 202, & 203" and generally depicted as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Option Period Rent means the amount to be paid monthly by Lessee to City during the Option Lease Term, which amount shall be TWO THOUSAND SIXTY-FIVE AND 30/100 (\$2,265.30).

Rent means, collectively, Initial Rent and Option Period Rent.

ARTICLE 2 PREMISES LEASED

2.1 Lease Created: City hereby leases to Lessee, and Lessee hereby leases the Leased Premises from City, in accordance with the terms and conditions of this Lease.

2.2 Acceptance of Leased Premises Conditions: By acceptance of this Lease, Lessee warrants and represents that Lessee:

A has carefully and completely examined and inspected the entire Leased Premises and is fully informed of the condition of the Leased Premises; and

B. is completely satisfied as to the suitability of the Leased Premises for all of the activities contemplated by this Lease.

Lessee accepts possession of the Leased Premises as is, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the ordinances of the City of Lancaster.

ARTICLE 3 USE OF LEASED PREMISES

3.1 Permitted Use: Subject to the provisions of this Lease, Lessee is granted the right to use and occupy the Leased Premises for office uses related to the operation of an aviation-related business including, but not limited to, FAR Part 141 and 61 flight and ground training, FAR Part 142 simulator school, FAR Part 135 Air Taxi/Charter, aircraft brokerage and sales, aircraft maintenance services, avionics services, aircraft management services, commercial pilot services, and resale of pilot training supplies and such other uses as approved from time to time by the Airport Manager in accordance with this Lease (“the Permitted Use”). Lessee agrees not to engage in any other activity on the Leased Premises other than the Permitted Use and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Lancaster Regional Airport Layout Plan or Airport Minimum Standards for any purpose other than that specified in this Lease, without the prior express written consent of City.

3.2 Ingress and Egress: Lessee, its employees, customer, guests, patrons, suppliers, vendors, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Lessee’s ability to access and use the Leased Premises for the Permitted Uses.

3.3 Quiet Enjoyment: Upon payment of Rent and any required fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises and privileges granted for the term of this Lease free from hindrance or interruption by City. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Leased Premises, provided same do not materially adversely affect Lessee's ability to access and use the Leased Premises.

ARTICLE 4 TERM

4.1 Initial Lease Term: The initial term of this Lease shall be three (3) years commencing on May 1, 2017, and ending on April 30, 2020, ("the Initial Lease Term") unless sooner terminated in accordance with the provisions hereof.

4.2 Optional Extension of Term by Lessee: Lessee shall have the right to extend the term of this Lease for a three year period beginning May 1, 2020, and ending April 30, 2023, ("the Option Lease Term") upon Lessee delivering written notice to the City to exercise the option, which notice must be delivered to the City not later than January 30, 2020.

4.3. Right of First Refusal: If prior to end of the Initial Lease Term or Option Lease Term, as applicable, City receives a solicited or unsolicited proposal from a third-party for the lease of the Leased Premises that City finds desirable and acceptable, City agrees to provide a copy of such proposal to Lessee. Not later than ten (10) days after delivery of such proposal to Lessee, Lessee shall notify City that it will enter into an agreement with the City on substantially the same terms as contained in the third-party proposal ("the Right of First Refusal"). Lessee's failure to enter such agreement within twenty (20) days after notifying City of its desire to enter such agreement shall terminate Lessee's right to enter such agreement as provided in this Section 4.3. Notwithstanding the above provisions, the Right of First Refusal granted in this Section 4.3 shall not be effective if:

- A. Lessee is in default of this Lease at the time of receipt of the third-party proposal; or
- B. During the term of this Lease, Lessee has been declared by City to be in default of this Lease three or more times and has provided a notice of default to Lessee, notwithstanding that Lessee may have cured said defaults to avoid termination of this Lease; or
- C. Lessee has been delinquent on the payment of Rent more than three (3) times during the term of this Lease.

4.4 Holdover: In the event Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or termination for any other cause,

such holding over shall not be deemed to operate as a renewal or extension of this Lease and shall create a tenancy-at-will which may be terminated at any time by the Airport Manager or Lessee by providing one (1) day's written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 150% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Lease expired or was terminated.

ARTICLE 5 RENT

5.1 Amount of Rent: For the use and occupancy of the Leased Premises, Lessee agrees to pay Rent to the City as follows:

- A. For the period Initial Lease Term, Lessee will pay the Initial Rent.
- B. For the Option Lease Term, Lessee shall pay the Option Period Rent.

5.2 Payment of Rent: Rent shall be paid not later than the first (1st) day of each calendar month during the term of this Lease, with the first payment of Initial Rent being due on April 1, 2017, and a payment of Rent being due on the first (1st) day of each month thereafter during the Initial Lease Term and, if applicable, the Option Lease Term.

5.3 Setoffs: During the first three months of the initial term receipts for any improvements made to the leased premises may be turned in to the Airport Manager for a reimbursement check to be paid within two weeks of submission. During the first three years of the initial term a rent rebate shall be authorized quarterly from the start date of the lease based off fuel purchased from the Airport. Rent rebate shall follow this schedule:

Term	Percent Rebated	Dollars	Minimum gallons
1st Yr	25% Rebate:	\$1,698.94	if 2,340g/qtr purchased
	50% Rebate:	\$3,397.88	if 4,680g/qtr purchased
2nd Yr	17% Rebate:	\$1,155.28	if 2,340g/qtr purchased
	33% Rebate:	\$2,242.60	if 4,680g/qtr purchased
3rd Yr	9% Rebate:	\$611.62	if 2,340g/qtr purchased
	16% Rebate:	\$1,087.32	if 4,680g/qtr purchased

After the first three years, payment of Rent shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind.

5.4 Late Charges: A late charge of Ten Percent (10%) shall be automatically added to any installment of Rent not received by City by the close of business of the 10th day of the month in which it is due. The late charge shall become part of the Rent due and owing to City. Only one late charge shall be assessed on each delinquent payment of Rent.

5.5 Payment Location: All payments of Rent or other amounts due under this Lease, if any, shall be made to City of Lancaster and sent to the attention of the Finance Department at P.O. Box 940, Lancaster, Texas 75146 or to such other place as City may in writing direct

Lessee from time to time. The failure to make any payment of any amount due under this Lease when due may result in a termination of the Lease as provided in Article 12.

5.6 Interest on Unpaid Delinquent Amounts: Any amount of Rent or other fees or charges Lessee is required to pay City pursuant to this Lease and that remains unpaid for more than thirty (30) days after the amount was due shall accrue interest beginning on the 31st day after the payment was due at a rate equal to the lesser of (a) 18% or (b) the greatest amount allowed by law.

ARTICLE VI LESSEE'S OPERATIONS

6.1 Conduct: Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, and invitees, while in the Leased Premises and ensure their compliance with all applicable federal, state, and local laws, ordinances, and regulations related to Lessee's use of the Leased Premises. Lessee will further conduct itself, and cause its employees, agents and invitees to conduct themselves, with full regard for the rights, convenience and welfare of all other tenants in the Terminal Building and on the Airport. All employees having contact with the public shall be courteous, clean, appropriately attired, and neat in appearance. Lessee agrees that it shall not permit any loud, abusive or obscene language or offensive acts or conduct on the Leased Premises by its employees. Should any employee or agent of Lessee fail to conduct themselves in accordance with the provisions of this Section 6.1, Lessee shall, upon written notice from City, take immediate corrective action with respect to such employee and otherwise take all reasonable steps necessary to resolve or remove the cause of the complaint.

6.2 Relation to Others: Lessee, for itself and its agents, and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business or with other tenants on Airport property. Lessee shall not engage in open public disputes, disagreements, denigration or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Lessee or its competitors or other tenants or which would be incompatible with the best interest of the public at the Airport.

6.3 Prohibited Activities: Lessee shall not:

A. install or operate, or otherwise cause or authorize the installation or operation, of amusement machines, video or audio equipment (other than video or audio equipment related to any security or flight training system installed in the Leased Premises), automated teller machines, or vending machines in or upon the Leased Premises without the written approval of City; or

B. sell or serve, or authorize the sale or service, of alcoholic beverages, on the Leased Premises; or

C. sell, rent, or deliver, or authorize the sale, rental, or delivery, books, magazines or other printed matter, or photographs, films, motion pictures or video

cassettes which depict or describe sexual activities, or contain nudity or humans in a state of nudity, as those terms are defined in Lancaster Code of Ordinances §4.601, as amended; or

- D. bring or allow into the Leased Premises any animals;
- E. install in or upon the Leased Premises any fixtures, machines, tools, equipment, or other items of personal property; or
- F. drill or make any holes in any brick; or
- G. commit any waste; or
- H. make any material structural alterations or additions to the Leased Premises without the prior written consent of City.

ARTICLE 7. LESSEE MAINTENANCE OF LEASED PREMISES

7.1 Installation, Presence and Removal of Personal Property Lease: Any personal property belonging to Lessee located on the Leased Premises located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee or any customer of Lessee unless due to the willful misconduct of City. Lessee shall remove all equipment, trade fixtures, and systems owned by Lessee and installed in or upon the Leased Premises not later than five (5) days after termination or expiration of this Lease; provided, however, any such equipment, fixtures, or systems installed by Lessee that cannot be removed without permanently damaging the Leased Premises shall remain and become the sole property of City. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Lease, then City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

7.2 Signs: Lessee may, at its own expense and upon written approval by the Airport Manager (which shall not be unreasonably withheld), install signs in the Terminal Building at locations to be determined by the Airport Manager indicating the name, location, and hours of operation of Lessee's business in the Leased Premises. Such signs shall be consistent with the size, color, location, copy and manner of display of other signs throughout the Terminal Building. Lessee agrees to reimburse City for any damage or injury to the Leased Premises resulting from the installation, maintenance or removal of any such signs.

7.3 Hazardous Materials: Lessee shall not:

A. cause or allow any Hazardous Material, as defined in applicable federal or state laws or regulations, to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises; or

B. do, or allow to be done, any act, nor store any material, which will in any manner conflict with any term or provision of any policy of insurance insuring the Terminal Building or its contents.

7.4 Utilities: Lessee shall directly procure and promptly pay for all utilities and utility services including television, internet, and telephone charges relating to the Leased Premises during the Term of this Lease.

7.5 General Maintenance: Lessee shall, at all times and at its expense, keep and maintain the Leased Premises, including all structural and other improvements installed in the Leased Premises, together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance. Lessee shall keep the areas immediately adjacent to the exits and entrances to the Leased Premises clean and orderly and free of obstructions.

7.6 Preventive Maintenance: Lessee shall maintain and repair all interior areas and surfaces of the Leased Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Leased Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. Lessee shall establish an adequate preventive maintenance program and the provisions of which shall be subject to periodic review by City, and which shall include, without limitation, the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment immediately upon being instructed to do so by City or by other governmental agencies having such authority.

7.7 Pest Control: Lessee understands and acknowledges that City desires and intends to maintain a pest free environment within the entire Terminal Building. Lessee shall be solely responsible for a pest free environment within its Leased Premises by maintaining its own pest control services, in accordance with the most modern and effective control procedures applicable to the Permitted Use. All materials used in pest control shall conform to Federal, State, and City laws, regulations and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Whenever City deems that pest control services must be provided to a building or area that includes the Leased Premises, Lessee shall pay for the costs of services provided for the Leased Premises.

7.8 Quality of Work: Lessee covenants and agrees to make all repairs necessary or advisable to keep the Leased Premises from deteriorating in value or condition and to restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal office usage and time. City shall have the right and privilege, through its agents and officials, to make inspections of the Leased Premises and thereafter to make recommendations to

Lessee of any repairs that in City's opinion are necessary to be performed by Lessee in the Leased Premises in accordance with the provisions of this Lease. Lessee agrees to complete such recommended repairs not later than the thirtieth (30) day after the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event Lessee fails to commence such recommended repairs within the time required, City may, within its sole discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee not later than ten (10) days following receipt of a written request from City for reimbursement of such repair costs..

7.9 Refuse Disposal: Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its use of the Leased Premises, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles of all garbage, trash and other refuse at the Leased Premises provided on the exterior of the Terminal Building. Lessee shall not use any trash receptacles located on the interior of the Terminal Building but exterior to the Leased Premises for depositing trash and other refuse. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. In the event City discontinues providing garbage removal services as it is currently providing, Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of the operations and activities occurring on the Leased Premises, whether by Lessee or a third party occupying the Leased Premises. With respect to recyclable products, Lessee agrees to participate in the City's recycling program by depositing all recyclable products in the appropriate recycling container in lieu of the other trash receptacles.

ARTICLE 8. CITY MAINTENANCE OF AIRPORT

8.1 City Authority: While the Airport Manager has the authority to manage the Airport (including the authority to interpret, administer, and enforce agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport property), Lessee understands and acknowledges that the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Lease, policy, or practice relating thereto is expressly reserved to City through the City Council.

8.2 Terminal Building Maintenance: City agrees, at City's sole expense, to maintain and repair the structural parts of the Terminal Building and other improvements exterior to the Leased Premises (including, without limitation, the roof, foundation and bearing and exterior walls, windows, window glass, plate glass, doors, pest control and extermination) and the parking lot, drives, sidewalks and common areas.

8.3 HVAC and Electricity: So long as Lessee is not in default of this Lease, City shall furnish the Leased Premises during reasonable and usual business hours the following services at Lessor's sole expense:

A. Heat and air conditioning during the customary periods of the year when and to the same extent City furnishes heat and air-conditioning for other portions of the Terminal Building' and

B. Electric current consisting of one hundred and ten (110) volt, sixty (60) cycle service for lighting and ordinary business appliances.

8.4 Airport Development: City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as City determines in its sole discretion. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that except in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Leased Premises by Lessee for the Permitted Use. City shall provide advance notice of any closures of the Airport to the extent possible.

8.5 War, National Emergency, Riot, or Natural Disaster: During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Lease which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.

8.6 Access to the Leased Premises: City and/or its representatives shall have the right to enter the Leased Premises at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Lease. City shall provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice. Nothing herein shall be construed as restricting City and or its employees or agents from entering any part of the Leased Premises for purposes of carrying out any inspection related to the enforcement of City's ordinances and regulations.

8.7 Performance of Acts: All acts performable under this Lease by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.

8.8 Exercising Rights: No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially interferes with the rights granted Lessee in this Lease.

8.9 Rights in Addition to Others: The rights and reservations set forth in Sections 8.1 through 8.8, inclusive, are in addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances.

ARTICLE 9. ADDITIONAL LESSEE OBLIGATIONS

9.1 Taxes, Assessments, and Fees: Lessee shall pay and discharge all taxes, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises and/or the Permitted Use conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination.

9.2 Costs, Expresses, and Other Charges: Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises and/or the Permitted Use, which may arise or become due during the term of this Lease.

9.3 Non-Discrimination: Lessee, in the conduct of its authorized use of the Leased Premises and/or on the Airport, shall furnish service on a fair, equal and just basis to all users thereof and shall charge fair and reasonable prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchases, or classes of purchasers. Lessee further agrees as follows:

A. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and

(3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in

Federally Assisted Programs of the Department of Transportation and as said regulations may be amended. In the event of breach of any of the preceding nondiscrimination covenants, Lessee agrees that City has the right to take such action against Lessee as the Federal government may direct to enforce this covenant, including termination of this Lease.

B. In accordance with these requirements, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9.4 Insurance: Prior to the Effective Date of this Lease, without limiting any of the other obligations or liabilities of Lessee during the term of this Lease, Lessee shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to City. Certificates of each policy shall be delivered to City before any Effective Date of this Lease, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without thirty (30) days advance written notice being given to City, except when the policy is being canceled for nonpayment of premium, in which case ten (10) days advance written notice is required. Prior to the effective date of cancellation, Lessee must deliver to City a replacement certificate of insurance or proof of reinstatement.

A. The types and minimum amounts of coverage shall be as follows:

(1). Commercial General Liability Insurance, including independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Lease, fully insuring Lessee's liability for injury to or death of City's employees and any third parties, extended to include personal injury liability coverage, with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products-Components Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense (any one person)	\$5,000

(2). Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per

accident), and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

(3). Workers Compensation – Statutory

(4) If owning or operating aircraft on the Airport, Aircraft Liability Insurance with coverage for bodily injury and property damage, including passengers, with a combined single limit of not less than \$1,000,000.

B. Each insurance policy to be furnished by Lessee shall include the following conditions by endorsement to the policy:

(1) Name the City as an additional insured as to all applicable coverage (except Workers Compensation);

(2) The term "City" shall include all authorities, boards, commissions, divisions, departments and offices of City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City;

(3) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and

(4) All provisions of this Lease concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Insurance furnished by Lessee shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Lessee. City's decision thereon shall be final;

2. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. Lessee hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

E. Companies issuing the insurance policies and Lessee shall have no recourse against City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Lessee.

F. Approval, disapproval or failure to act by Lessee regarding any insurance supplied by Lessee shall not relieve Lessee of full responsibility or liability for damages and accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Lessee from liability.

G. No special payments shall be made for any insurance that Lessee is required to carry; all are included in the agreement price and the agreement unit prices.

H. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ARTICLE 10. INDEMNIFICATION

LESSEE AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND COMPLETELY HOLD HARMLESS CITY AND ITS CITY COUNCIL (INDIVIDUALLY AND COLLECTIVELY), REPRESENTATIVES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER REFERRED TO COLLECTIVELY IN THIS ARTICLE AS "CITY") FROM ANY AND ALL LIENS, CLAIMS, CHARGES, ENCUMBRANCES, DEMANDS, DAMAGES, FINES, OBLIGATIONS, SUITS, JUDGMENTS, PENALTIES, CAUSES OF ACTION, LOSSES, LIABILITIES, ADMINISTRATIVE PROCEEDINGS, ARBITRATION, OR COSTS OF ANY NATURE WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, AT ANY TIME RECEIVED, INCURRED, OR ACCRUED BY CITY RELATING TO THIS LEASE OR ARISING FROM DAMAGE OR INJURY OF ANY NATURE WHATSOEVER WHICH MAY RESULT FROM LESSEE'S POSSESSION, USE, OCCUPANCY, MANAGEMENT, MAINTENANCE, OR CONTROL OF THE LEASED PREMISES AND/OR THE CONDUCT OF LESSEE'S ACTIVITIES AT THE AIRPORT OR ARISING OUT OF LESSEE'S ACTIONS OR INACTIONS, REGARDLESS OF ANY SOLE OR CONCURRENT NEGLIGENCE OF THE CITY.

ARTICLE 11. DEFAULTS AND REMEDIES

11.1 Lessee Default: The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee.

- A. The filing by Lessee of a voluntary petition in bankruptcy;
- B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors;
- C. A court making or entering any decree or order:

- (1) adjudging Lessee to be bankrupt or insolvent;
- (2) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
- (3) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; and
- (4) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.

D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien;

E. The voluntary abandonment by Lessee of the Leased Premises or its failure to maintain an on-going business at the Leased Premises for a period of thirty (30) days or more, coupled with the failure to pay Rent as provided in Article 5;

F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law;

G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due;

H. Intentional falsification by Lessee of any record which results in the deprivation of any Rent, fee or other charge from the City granted under this Lease;

I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Lease or any other Lease with City where the failure continues for a period of twenty (20) days after written notice from City; and

J. The transfer or assignment or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of City. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as "attempted transfer."

11.2 Failure to Cure Default: In the event of any default by Lessee that is not cured within twenty (20) days (five (5) days, if the default relates to the non-payment of Rent) of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Lease. If the default concerns a failure to make payments to City; however, no

written or other notice of default shall be required. If this Lease is terminated, any payments made to City shall be forfeited to City and Lessee shall have no rights to recover the payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.

11.3 Force Majeure: Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.

11.4 Additional Remedies: In addition to the termination and forfeiture rights described in the preceding paragraphs, City shall have the following rights and remedies upon default by Lessee:

A. The recovery of any unpaid Rent, fees and other payments due and owing at the time of termination, plus any unpaid Rent and fees that would have been earned and other payments that would have been made in the Lease had not been breached by Lessee.

B. The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Lease by Lessee, including reasonable attorneys' fees and expenses.

C. The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all of Lessee's property on the Leased Premises, in accordance with the law.

D. Any other right or remedy, legal or equitable, including specific performance, that City is entitled to under applicable law, whether stated in this Lease or not.

11.5 Lessee Continuing Obligations: No termination of this Lease following an uncured default shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination and Lessee's liabilities under this Lease shall continue.

11.6 Re-entry on Termination: In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Lease in accordance with the law. Upon the termination of this Lease for any reason, Lessee shall yield up the Leased Premises, including any facilities, fixtures and equipment, and the City Equipment, to City in the same condition as when received, reasonable and ordinary wear and tear excepted.

11.7 Cost of Re-Entry: Upon termination of this Lease, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Lease, re-entering and/or

repossessing the Leased Premises, restoring the Leased Premises to the condition by this Lease, and protecting the Leased Premises.

ARTICLE 12. TERMINATION

This Lease shall terminate upon any of the following events:

- A. Mutual written agreement of the parties;
- B. Upon the end of the Lease Term, including any extensions thereof by exercise of the Option Lease Term, as set forth in Article 4, above;
- C. Lessee providing written notice to City not later than thirty (30) days prior to the date of termination; provided, however, Lessee's termination of this Lease pursuant to this Article 12 shall not relieve Lessee of any obligations to pay Rent or other fees to City that accrued prior to the date of termination, which obligations shall survive the termination of this Lease; and
- D. Upon Lessee's failure to cure any default of this Lease following the notice provided in this Lease, including, but not limited to, any one or more of the events described in Article 11, above.

ARTICLE 13. NO WAIVER

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any Rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 14. DAMAGE TO LEASED PREMISES

If at any time during the Term of this Lease any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. This Lease shall terminate and Lessee shall be obligated to pay Rent only through the date the event causing the damage occurred if the damage is to such extent that Lessee is unable to use the Leased Premises for the Permitted Use and City elects to not make such repairs.

ARTICLE 15. MISCELLANEOUS

15.1 Assignment: No portion of this Lease may be assigned without the prior express written consent of City. In the event this Lease is assigned, Lessee shall remain liable to City for the remainder of the term of the Lease to pay to City any portion of rents, fees, and/or other charges not paid by the assignee when due. The assignee shall not assign the Lease without the prior express written consent of City and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Lease. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default.

15.2 No Subleasing: Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform, without the prior express written consent of the City, which consent may be withheld at the sole discretion of City. A sublease made contrary to the requirements of this section shall be null and void. Unless otherwise stated in a written consent, a sublease is subject to all of the terms and conditions of the Lease. In addition, the Lessee shall at all times assume total responsibility for the acts and omissions of a sublessee and/or subcontractor.

15.3 Encumbrances: Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises or its leasehold interest created by this Lease. Lessee shall further not allow the Leased Premises to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever. Lessee acknowledges and understands that the Leased Premises are owned by City, a Texas governmental entity, and as such, as a matter of law, no lien may attach to the Leased Premises and is void.

15.4 Landlord's Lien: Lessee hereby grants a lien to City upon all personal property owned by Lessee in or on the Leased Premises as a possessory pledge to secure the timely performance by Lessee of all its obligations hereunder. In the event of default of this Lease by Lessee, City is authorized to seize and hold all of the personal property belonging to Lessee on the Leased Premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due to City hereunder, holding the balance remaining subject to Lessee's order. A copy of this Lease shall be the only warrant required.

15.5 Non Partnership or Joint Venture: Nothing in this Lease is intended to nor shall be construed as in any way creating or establishing the relationship of partners between City and Lessee or as constituting either party as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever, or of creating any joint enterprise of the parties.

15.6 Binding Effect: This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

15.7 Subordination: This Lease is subject and subordinate to the provisions of any existing or future agreements between the City and the United States or the State of Texas relating to the operation, management, maintenance, planning, and/or development of the Airport

the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Lease in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Lease contain provisions in conflict therewith, the latter shall control, and the terms of this Lease shall be modified accordingly.

15.8 Governing Law; Venue: This Lease shall be deemed to have been made and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Dallas County, Texas.

15.9 Headings: All section, paragraph, and subparagraph headings contained in this Lease are for the convenience in reference only, and are not intended to define or limit the scope of this Lease or any provision therein.

15.10 Severability: In the event that any provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Lease.

15.11 Counterparts: This Lease has been executed in several counterparts, each of which shall be deemed an original.

15.12 Amendments: Any modification, alteration, or amendment to the Lease shall be made in writing, agreed to, and approved by both parties.

15.13 Notices: Whenever any notices required by this Lease are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

If to City:

Opal Mauldin-Robertson, City Manager
LANCASTER REGIONAL AIRPORT
P.O. Box 940
Lancaster, Texas 75146

If to Lessee:

Jonathan Shorey
Skyline Aviation, Inc.
8926 Hangar Rd
San Angelo, TX 76904

With Copy to:

Robert E. Hager, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N Akard, Suite 1800
Dallas, Texas 75201

With Copy to:

NA

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

15.14 Entire Agreement: This Lease contains and embodies the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether written or oral.

(Signatures on Following Page)

CITY/LESSOR:

SIGNED AND AGREED this ____ day of _____, 2017.

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Robertson, City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LESSEE:

SIGNED AND AGREED this ____ day of _____, 2017.

SKYLINE AVIATION, INC.

By: _____
Jonathan E. Shorey, President

EXHIBIT "A"
DEPICTION OF LEASED PREMISES

**730 2nd Floor
Suites**

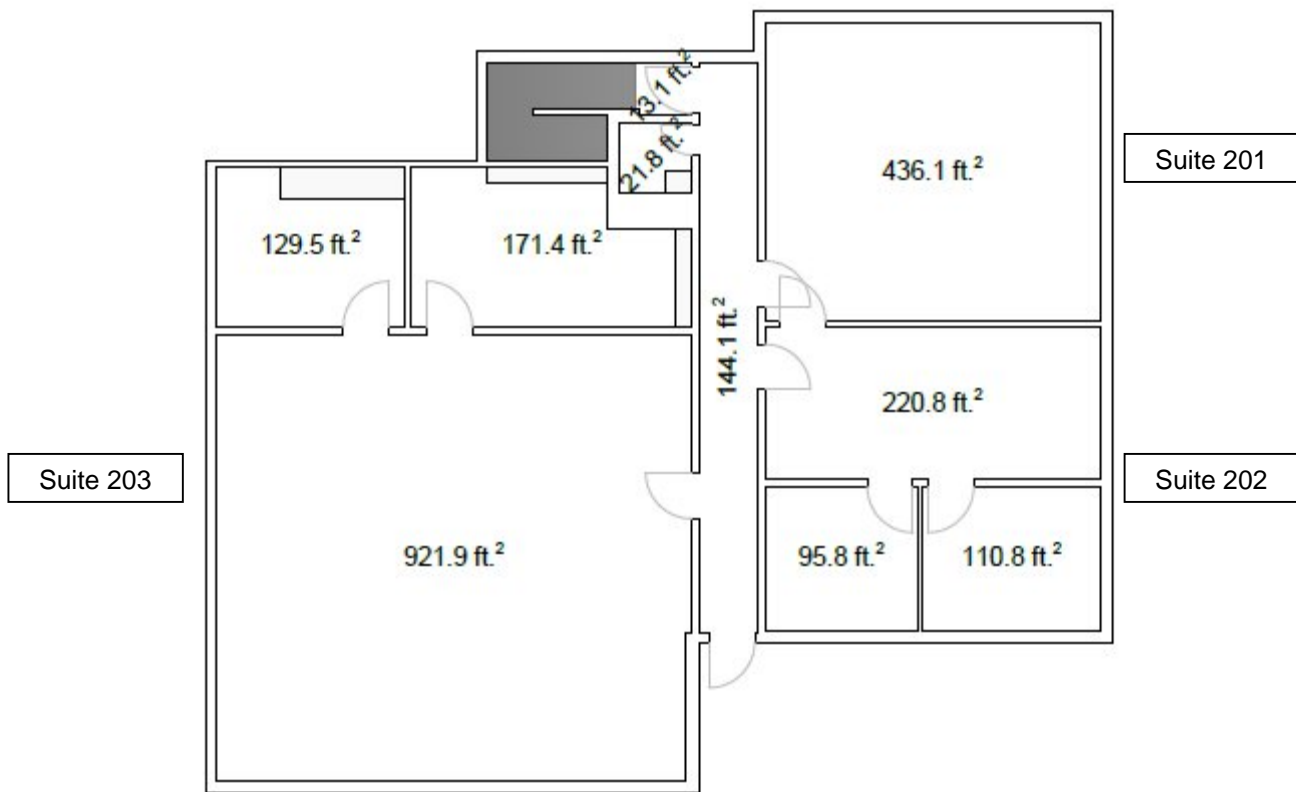
Total Square Feet = 2,265.3 ft.²

Office Rate = \$12.00 per Square Foot per Year

\$1.00 per Square Foot per Month

Total Value = \$27,183.60 per Year

\$2,265.30 per Month



LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Consider a resolution accepting one (1) tract of land from the Carlton and Nancy Moffett Living Trust, by and through its Trustees and the Hamilton C. and Foy K. Moffett Family Trust, by and through its Trustees, Paul Moffett and Kathryn Barns, Owners, generally located on the Lancaster Original Town addressed as 106 State Street and being more particularly described in the Donation Special Warranty Deed.

Background:

The property is located east of the Community House addressed at 106 State Street. Approximately 9,000 square feet and valued at \$18,850 by Dallas County Appraisal District. In the previous tax year, the property yielded \$163 in value to the City. The owners of the property desire to donate the property to the City of Lancaster for future use such as additional parking capacity to support the Historic Downtown Square and Community House.

Legal Considerations:

The Special Warranty Deed and Resolution was prepared and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

In consideration of the donation, the City agrees to compensate the Trust a sum of \$10.

Options/Alternatives:

1. City Council may approve the resolution as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends Council approve the item as presented.

Attachments

Resolution

Donation Deed

Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING ONE (1) TRACT OF LAND FROM CARLTON AND NANCY MOFFETT LIVING TRUST, BY AND THROUGH ITS TRUSTEES AND THE HAMILTON C. AND FOY K. MOFFETT FAMILY TRUST, BY AND THROUGH ITS TRUSTEES, PAUL MOFFETT AND KATHRYN BARNES, OWNERS, GENERALLY LOCATED ON THE LANCASTER ORIGINAL NORTH TOWN AND BEING MORE PARTICULARLY DESCRIBED IN THE DONATION SPECIAL WARRANTY DEED, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; DIRECTING THE CITY SECRETARY TO FILE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS.

WHEREAS, Carlton and Nancy Moffett ("Grantor") are the owners of one (1) tract of land in the City of Lancaster, Dallas County, Texas; and

WHEREAS, the City of Lancaster ("Grantee") desires to purchase said land;

WHEREAS, the Grantor desires, for the consideration and subject to the reservations from Conveyance and the Exceptions to Conveyance and Warranty, to grant, sell, and convey to Grantee the Property in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Council of the City of Lancaster, Texas, hereby finds and determines that it is in the best interest of the City of Lancaster and its citizens, and in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations, to accept the one (1) tract of land as depicted in the Donation Special Warranty Deed, which is attached hereto and incorporated herein by reference as Exhibit "A", and described as being Lot 1 00018 in Block 23, part 2, an addition to the City of Lancaster, Texas, Dallas County, Texas.

SECTION 2. That the City Secretary is directed to file for recording in the real property records of Dallas County, Texas, said deeds.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

After Recording, Return to:

**Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION SPECIAL WARRANTY DEED

WHEREAS, the City of Lancaster, Dallas County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient; and

WHEREAS, the purchase and/or receipt of the hereinafter-described premises has been deemed necessary or convenient for the benefit of the citizens of the City of Lancaster; and

WHEREAS, the undersigned Grantor desires to donate the hereinafter described Property to the CITY OF LANCASTER, TEXAS as a charitable contribution under applicable federal income tax statutes and regulations; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That The Carlton and Nancy Moffett Living Trust, by and through its Trustees and The Hamilton C. and Foy K. Moffett Family Trust, by and through its Trustees, Paul Moffett and Kathryn Barns, Owners, (hereinafter collectively referred to as "Grantors") (whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors in hand Paid by the CITY OF LANCASTER, TEXAS, (hereinafter referred to as "Grantee") the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day, Granted, Donated, Dedicated and Conveyed and by these presents do GRANT, DONATE, DEDICATE AND CONVEY unto the CITY OF LANCASTER, County of Dallas, State of Texas, being more particularly described as follows ("Property"):

Lancaster Original Town Lancaster PT LTS 1 00018, BLK 23 PT 2 and 3234 55X 325 ½ X
55.5 AVG INT201000027889 DD01142010 CO-DC 0005001800101 4CN00050018, in the
City of Lancaster, Dallas County, Texas,

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restriction, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements; and all of the restrictions, reservations and other provisions set out in this Deed.

Grantor reserves all of the oil, gas, sulfur and other minerals, in and under the land herein conveyed but waives all right of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the CITY OF LANCASTER, TEXAS or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of roadways, dams and other infrastructure improvements, but shall not be used or exported from the Property for any other purpose.

Grantor donates the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by Grantor. Grantee is receiving the Property based solely on their inspection and is not relying on any representations made by Grantor. No representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the CITY OF LANCASTER, TEXAS, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the CITY OF LANCASTER, TEXAS, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

The Carlton and Nancy Moffett Living Trustee, Owner

By: _____
CARLTON MOFFETT, Trustee

By: _____
NANCY MOFFETT, Trustee

The Hamilton C. and Foy K. Moffett Family Trustee, Owner

By: _____
KATHRYN BARNS, Trustee

By: _____
PAUL MOFFETT, Trustee

AGREED AND ACCEPTED:

CITY OF LANCASTER, TEXAS

By: _____
OPAL MAULDIN-ROBERTSON, City Manager

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2017, by Carlton Moffett, Trustee.

Notary Public, State of Texas

My Commission Expires:_____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2017, by Nancy Moffett, Trustee.

Notary Public, State of Texas

My Commission Expires:_____

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2017, by Kathryn Barns, Trustee.

Notary Public, State of Texas

My Commission Expires:_____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2017, by Paul Moffett, Trustee.

Notary Public, State of Texas

My Commission Expires:_____

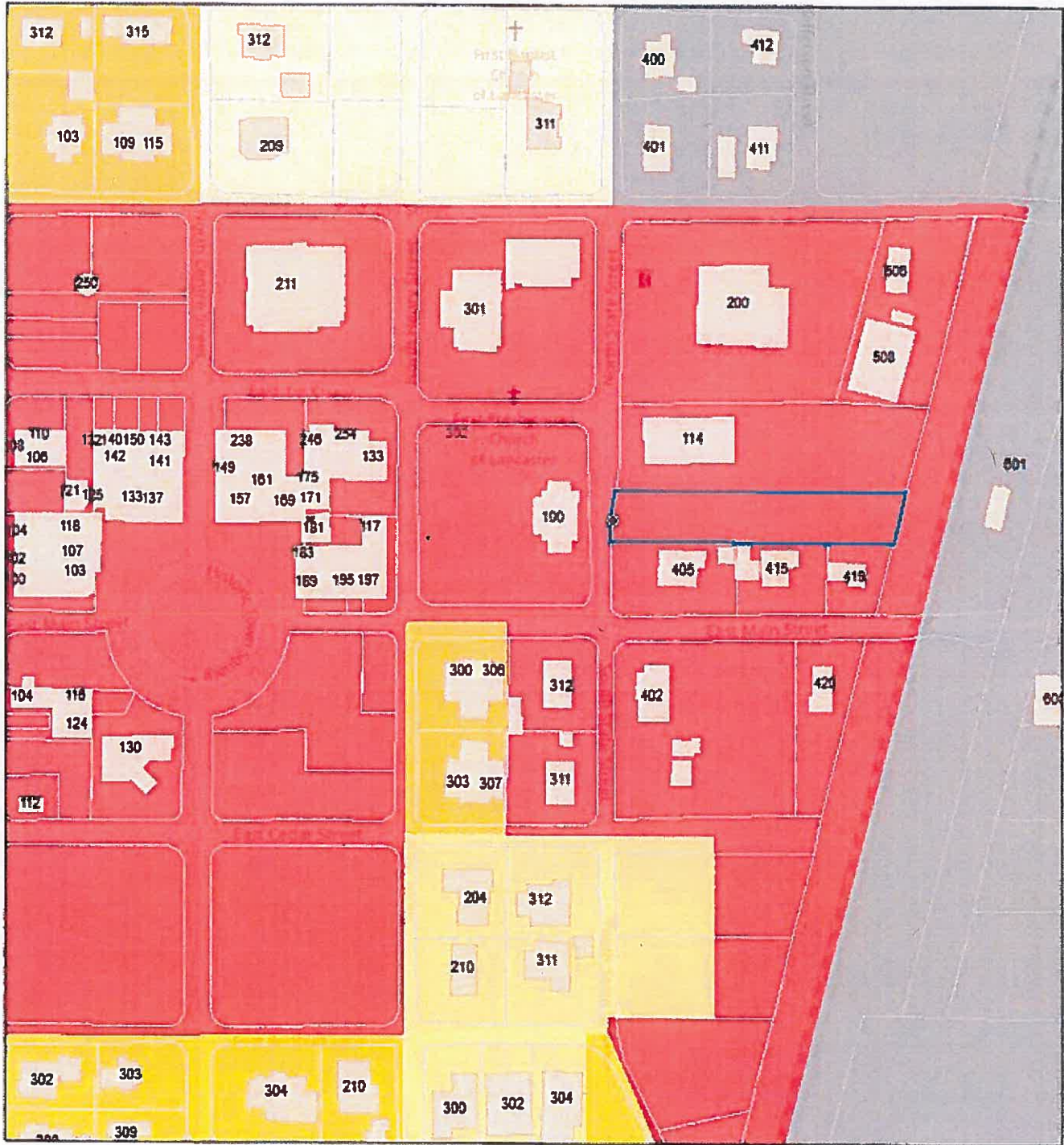
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

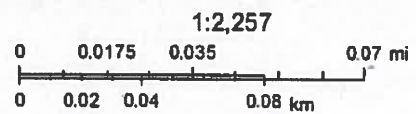
This instrument was acknowledged before me on ____ day of _____, 2017, by OPAL MAULDIN-ROBERTSON, City Manager for the CITY OF LANCASTER, TEXAS, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas
My Commission Expires: _____

Planning Department



March 2, 2017



Map data © OpenStreetMap contributors, CC-BY-SA



DCAD Property Map



Search by: **Account/Prop Addr/Owner Name** ▼

Search



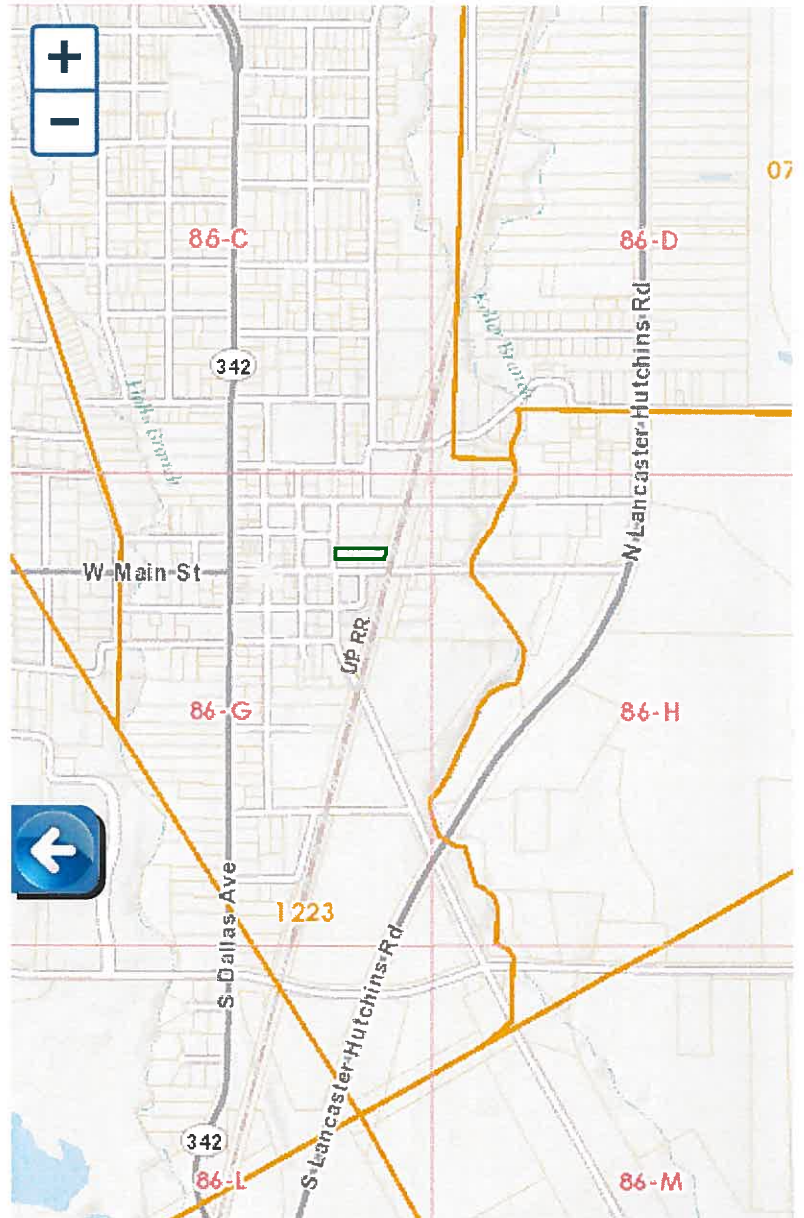
106 STATE ST

Parcel ID: 36000500180010100
 Account Number: 36000500180010100
 Neighborhood: N/A
 Site Address: 106 STATE ST
 Map Grid: 86-G (DALLAS)
 Account Type: Commercial
 Legal Description 1: ORIG TOWN LANCASTER
 Legal Description 2: PT LTS 1 00018 BLK 23 PT 2 & 3
 Owner Name: MOFFETT HAMILTON C & FOY K
 Owner Address: FAMILY TRUST KATHRYN
 BARNS 2221 PEMBROKE PL
 Owner City: DENTON
 Owner State: TX
 Owner Zip: 76205
 Owner Zip +4: 0000
 Certified Values: -----
 Improvement Value: N/A
 Land Value: \$ 18,850

 Appraised Value: \$ 18,850
 Prev. Appr. Value: N/A
 Revaluation Year: 2014

Property

Jurisdiction



0 0.15 0.3mi

Disclaimer & Sources

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Quality Development

Submitted by: Emma Chetuya, Planner

Agenda Caption:

M17-03 Consider an Ordinance abandoning a portion of a public use easement of approximately 7,334 square feet, 0.168 acres of land, in the City of Lancaster, Dallas County, Texas as a quit claim deed; and providing an effective date.

Background:

There is a Quick Trip constructed on the northeast corner of I-35 and West Pleasant Run Road. The property is bounded on the east by Idlewild Lane; on the north by Waffle House; on the west by the I-35E frontage road and on the south by West Pleasant Run Road. There is a 7,334 square feet public use easement that is 30' wide located on the property. It is currently being used as a mutual access easement for Spanish Trails Inn and Waffle House.

Quick Trip is the current owner of the property which contains the public use easement. The applicant is requesting that the City abandon the public use easement so that Quick Trip may utilize it as a mutual access easement that will not only serve Spanish Trails Inn and Waffle House, but Quick Trip as well. Quick Trip has submitted a replat to create one lot from four previously separately owned parcels. The abandonment of the public use easement is necessary for Quick Trip to proceed with filing a plat that is contiguous. Based on the proposed design, there does not appear to be a need to maintain this public use easement.

Operational Considerations:

Prior to approving this request, City Council must determine that the public access easement in question will no longer serve a public purpose and is of no use to the City. If City Council makes this determination and approves the proposed ordinance the easement will convert to the current property owner.

Legal Considerations:

The ordinance was prepared by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Deny the ordinance.

Recommendation:

Staff recommends approval of the ordinance, as presented.

Attachments

Ordinance

Exhibit "A"

Location Map

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ABANDONING A PORTION OF THE PUBLIC USE EASEMENT OF APPROXIMATELY 7,334 SQUARE FEET, 0.168 ACRES ± OF LAND, IN THE CITY OF LANCASTER, DALLAS COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A QUIT CLAIM DEED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to abandon a portion of a public use easement, being approximately 7,334 square feet, 0.168 acres, as recorded in Instrument number 201600271141, of the Deed Records of Dallas County Texas in the City of Lancaster, Texas and more particularly described and depicted in Exhibit "A", hereinafter the "Public Easement" attached hereto and incorporated herein; and

WHEREAS, after discussion and consideration, the City Council finds that the described Right-of-way and public access does not serve for public purpose and is no longer required or needed by the City.

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

SECTION 1. That the City of Lancaster hereby abandons and forever releases all of its right, title and interest in that certain Public Easement, being a tract or parcel of land described and depicted as in Exhibit A, which is attached hereto and incorporated herein for all purposes, the same as if fully copied herein.

SECTION 2. That the City Secretary is hereby directed to certify a copy of the Ordinance and furnish the same to the property owner, and the recording of this abandonment Ordinance in the Deed Records of Dallas County, Texas, shall serve as a quitclaim deed of the City of Lancaster to the said property owner, of such right, title or interest of the City of Lancaster in and to such right-of-way described and depicted in Exhibit A, either in fee simple or by easement or otherwise.

SECTION 3. That the abandonment provided for herein shall extend only to the public right, title and interest which the City of Lancaster, Texas, may have in and to the surface of said strip of publicly owned land, and shall be construed to extend only to such interests that the governing body of the City of Lancaster, Texas, may legally and lawfully abandon.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide, and upon recordation.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

BEING a tract of land located in the City of Lancaster, Dallas County, Texas part of the Marady Parks Survey, Abstract No. 1120, being part of Lot 1 in Block A of Beckley City Lots, an addition to the City of Lancaster, Dallas County, Texas according to the plat thereof recorded in Volume 11, Page 93, Map Records of Dallas County, Texas, being all of a 0.4102 acre tract and all of a 0.3349 acre tract of land described in deed to LG Lancaster, LLC as recorded as Instrument No. 201500245747, Official Public Records, Dallas County, all of a 0.75 acre tract of land described in deed to LG Lancaster, LLC as recorded as Instrument No. 201600165399, Official Public Records, Dallas County, Texas, and all of a 0.168 acre tract described in deed to LG Lancaster, LLC as recorded as Instrument No. 201600271141, Official Public Records, Dallas County, and being particularly described as follows:

BEGINNING at 1/2" iron rod found at the southeast corner of said Lot 1 and said 0.3349 acre tract, being the southwest end of a right-of-way corner clip at the intersection of the north right-of-way line of Pleasant Run Road (variable width right-of-way) and the west right-of-way line of Idlewild Lane (variable width right-of-way), said point being the east corner of a 357 square foot right-of-way dedication described in that certain Agreed Judgment entered in Cause No. 99-10875-D, in County Court No. 3, Dallas County, Texas;

THENCE, along the south line of said 0.3349 acre tract and the north right-of-way line of Pleasant Run Road, North 84 degrees 49 minutes 13 seconds West, a distance of 60.12 feet to a 5/8" iron rod found for the southwest corner of said 0.3349 acre tract, being the most southerly southeast corner of said 0.1704 acre tract;

THENCE, continuing along said north right-of-way and the along the south line of said 0.168 acre tract, North 83 degrees 31 minutes 15 seconds West, a distance of 30.66 feet to a 5/8" iron rod with cap stamped "Harp" found for the southwest corner of said 0.168 acre tract, being the southeast corner of said 0.4102 acre tract, said point being the northwest corner of said 357 square foot right-of-way dedication and the northeast corner of a 1,048 square foot right-of-way dedication described in that certain Agreed Judgment Cause No. 00-4374-C as recorded in Volume 2003115, Page 5342, Deed Records, Dallas County, Texas;

THENCE, continuing along said north right-of-way line and along the south line of said 0.4102 acre tract, North 86 degrees 49 minutes 06 seconds West, a distance of 99.95 feet to a TXDOT monument found at the southwest corner of said 0.4102 acre tract and the southeast corner of said 0.75 acre tract, being the northwest corner of said 1,048 square foot right-of-way dedication and the northeast corner of a 1,643 square foot right-of-way dedication as described in deed recorded in Volume 99018, Page 2403, Deed Records, Dallas County, Texas ;

THENCE, continuing along said north right-of-way line and along the south line of said 0.75 acre tract, South 89 degrees 47 minutes 55 seconds West, a distance of 146.50 feet to a 1/2" iron rod found for the southerly southwest corner of said 0.7519 acre tract, being the northwest corner of said 1,643 square foot right-of-way dedication, and being the southeast end of a right-of-way corner clip at the intersection of the north right-of-way line of Pleasant Run Road and the east right-of-way line of Interstate Highway 35E (variable width R.O.W.);

Exhibit "A"

THENCE, along the southwest line of said 0.75 acre tract and along said corner clip, North 47 degrees 24 minutes 30 seconds West, a distance of 49.38 feet to a 1/2" iron rod with cap stamped "Peiser & Mankin" found for the westerly southwest corner of said 0.7519 acre tract and the northwest end of said corner clip;

THENCE, along the east right-of-way line of Interstate Highway 35E and the west line of said 0.75 acre tract, North 03 degrees 11 minutes 03 seconds West, a distance of 154.12 feet to a 5/8" iron rod with cap stamped "SCI" set for the northwest corner of said 0.75 acre tract, being the southwest corner of a 0.600 acre tract of land described in deed to Hightower Partners, LLP as recorded in Volume 2002015, Page 8054, Deed Records, Dallas County, Texas;

THENCE, along the north line of said 0.600 acre tract and along the north line of said 0.75 acre tract as follows:

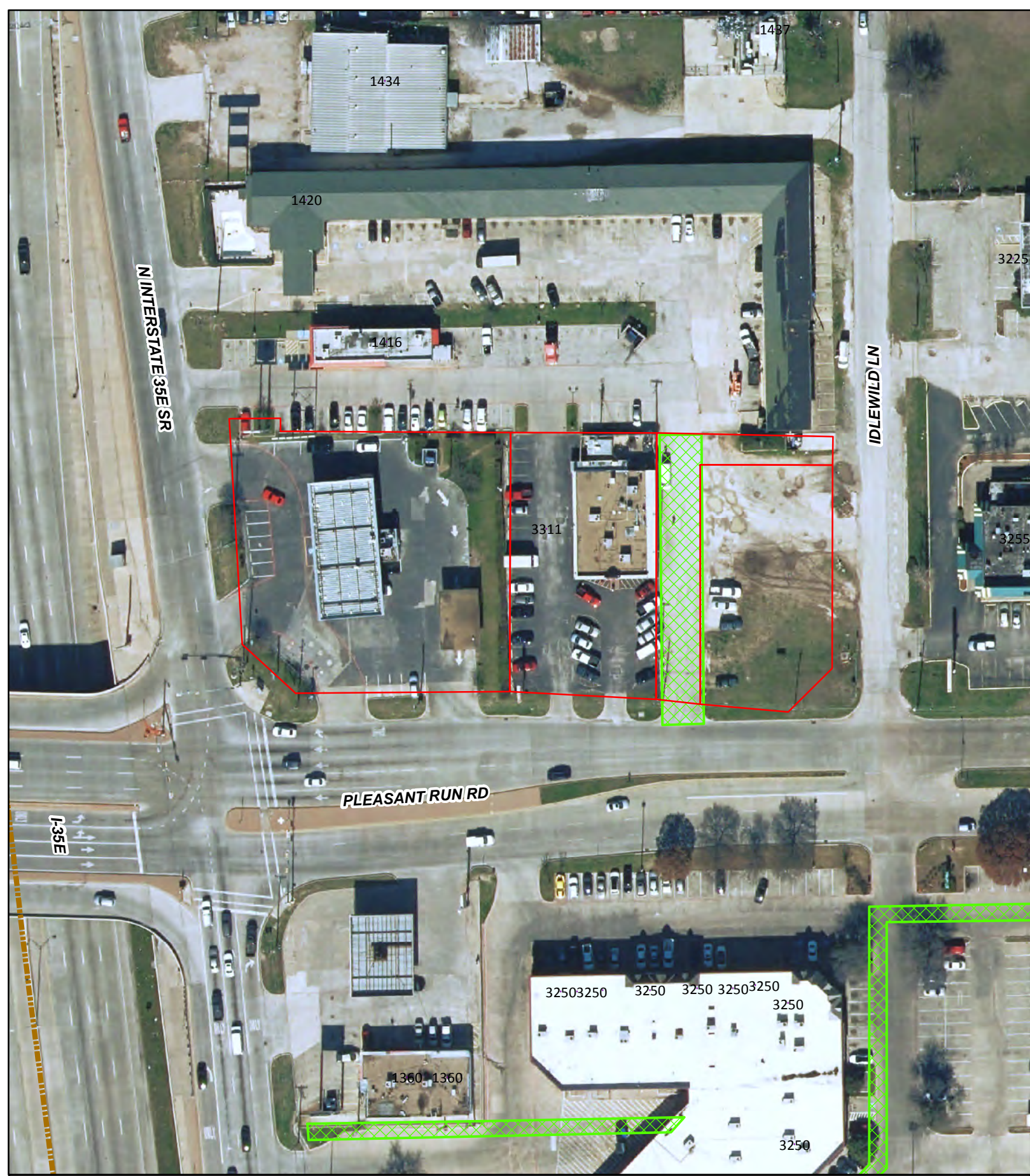
South 89 degrees 27 minutes 59 seconds East, a distance of 35.00 feet to a "PK" nail found;

South 00 degrees 31 minutes 57 seconds West, a distance of 8.97 feet to a 1/2" iron rod with cap stamped "Peiser & Mankin" found;

South 89 degrees 39 minutes 04 seconds East,, passing at a distance of 156.77 feet a 3/4" iron rod found for the northeast corner of said 0.75 acre tract and the northwest corner of said 0.4102 acre tract, continuing along the north line of said 0.4102, passing at a distance of 256.60 a 3/8" iron rod found for the northeast corner of said 0.4102 acre tract and the southeast corner of said 0.600 acre tract, being in the west line of said 0.168 acre tract, continuing over and across said 0.168 acre tract for a total distance of 376.56 feet to a 5/8" iron rod with cap stamped "SCI" set, being in the west right-of-way of Idlewild Lane and being the northeast corner of the herein described tract;

THENCE, along the west right-of-way of Idlewild Lane and the east line of said 0.168 acre tract, South 00 degrees 05 minutes 04 seconds East, passing at a distance of 20.96 feet a 1/2" iron rod with cap stamped "Harp" found for the easterly southeast corner of said 0.168 acre tract and the northeast corner of said 0.3349 acre tract, continuing along the east line of said 0.3349 acre tract for a total distance of 159.46 feet to a 5/8" iron rod found for the easterly southeast corner of said 0.3349 acre tract and the northeast end of the previously mentioned right-of-way corner clip at the intersection of the north line of Pleasant Run Road and the west line of Idlewild Lane ;

THENCE, along the south line of said 0.3349 acre tract and along said corner clip, South 44 degrees 58 minutes 34 seconds West, a distance of 42.65 feet to the **POINT OF BEGINNING** and containing 72,629 square feet or 1.6673 acres of land more or less.



Legend

- City Limits
- Easements
- 3311 W Pleasant Run Rd

City of Lancaster 3311 W Pleasant Run Rd

0 40 80 160 Feet

date: 03/28/2017

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution of the City Council to support the Texas Department of Transportation's (TXDOT's) Dallas District recommendation to designate the new location freeway between Interstate 35E and Interstate 45 as State Loop 9.

Background:

Loop 9 is proposed along the southern portion of the City of Lancaster's City limits. It is an element of the regional long-range transportation plan that would aid in addressing the transportation needs identified in the region. The purpose of Loop 9 is to provide a facility that would accommodate expanding transportation demands resulting from population growth and economic development in the region; increase mobility and accessibility in the region; and provide an east-west transportation facility to serve the communities in the Southern Dallas Inland Port project area.

Operational Considerations:

The project engineering (schematic and environmental) is being managed by a TXDOT consultant and TXDOT Advance Project Development. The schematic is under design and the environmental impacts are being researched. It is anticipated that the environmental should have clearance by September 2017 with a construction letting in March of 2022.

Legal Considerations:

The City Attorney has reviewed and approved the resolution as to form.

Public Information Considerations:

There are no public information requirements other than the requisite 72 hour notice in fulfillment of the Texas Open Meetings Act.

Fiscal Impact:

The estimated phase 1 cost of construction is \$165,000,000.00 all of which will be funded through TXDOT.

Options/Alternatives:

1. The Council may approve the resolution, as presented.
2. The Council may deny the resolution.

Recommendation:

Staff is recommending approval of the resolution, as presented.

Attachments

Resolution

Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS SUPPORTING THE CORRIDOR B ALIGNMENT OF STATE LOOP 9, A FREEWAY BETWEEN I-35E AND I-45 AS DEPICTED IN EXHIBIT A; AUTHORIZING THE MAYOR TO SIGN THE RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) Dallas District recommends designating the new location of a Corridor B for freeway between I-35 and I-45 as State Loop 9, as depicted attached Exhibit A; and

WHEREAS, the new designation for State Loop 9 will provide a direct link from I-35E to I-45 through Dallas and Ellis Counties to serve residents and businesses; and

WHEREAS, this new roadway will address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities; and

WHEREAS, TxDOT anticipates State Loop 9 will increase mobility and accommodate expanding transportation demand due to population growth and economic development in the region; and

WHEREAS, TxDOT must add this new location to the State Highway System through a Texas Transportation Commission Minute Order; and

WHEREAS, the City of Council of the City of Lancaster recognize the potential transportation and economic benefits from such new highway location and support its designation of Corridor B as the State Loop 9.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Council hereby support the designation of Corridor B as the new location for a freeway known as the State Loop 9 Southeast Project, as depicted in Exhibit A which is attached hereto and incorporated herein; and, authorizes the Mayor to execute this resolution on behalf of the City of Lancaster.

SECTION 2. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

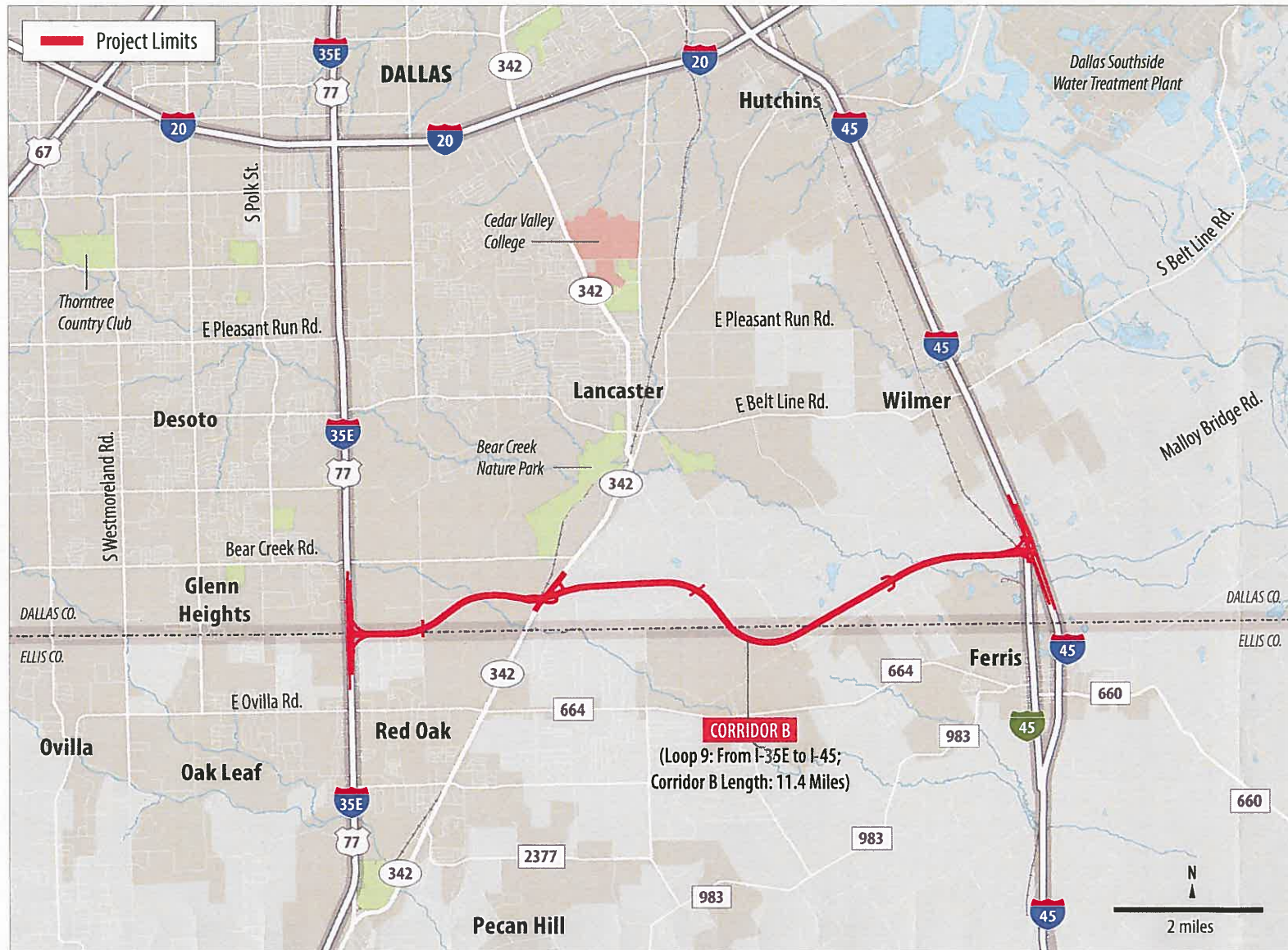
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CSJ: 2964-10-005 (DALLAS/ELLIS COUNTIES)

LOOP 9 SOUTHEAST PROJECT (CORRIDOR B: I-35E TO I-45)

"Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods."



NOTE: Highlighted areas are not drawn to exact scale.

TxDOT graphic

PURPOSE AND NEED

The need for the Loop 9 project is to address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities. It would provide a direct link from I-35E to I-45 and would serve the residents and businesses in the area. The need for these improvements is based on population growth, transportation demand, system linkages, and connectivity among existing roadway facilities.

Loop 9 is an element of the regional long-range transportation plan that would aid in addressing the transportation needs identified in the region.

The purpose of Loop 9 would be to:

- Provide a facility that would accommodate expanding transportation demands resulting from population growth and economic development in the region
- Increase mobility and accessibility in the region
- Provide an east-west transportation facility to serve the communities in the project area

PROJECT DETAILS

Limits: I-35E to I-45

CSJ: 2964-10-005

Description: Construct 0 to 2 (ultimate 6) lane frontage roads

Estimated Project Let: March 2022

Total Length: 11.4 miles

PROJECT STATUS

The project engineering (schematic and environmental) is being worked on by a TxDOT consultant and being managed by TxDOT Advance Project Development. Currently the schematic is being designed and the environmental impacts are being researched.

ESTIMATED PHASE 1 COST

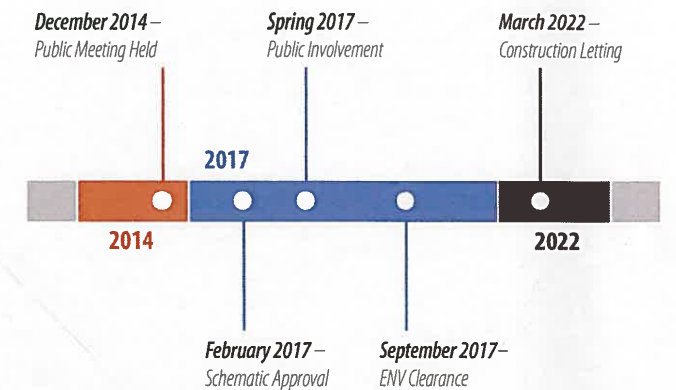
Estimated Construction Cost

\$165 M

SOURCE: TxDOT

TxDOT graphic

PROJECT TIMELINE



SOURCE: TxDOT

TxDOT graphic

PROGRAMMING STATUS

MTP (2040 Metropolitan Transportation Plan)
MTP ID: 6.30.1

YES

UTP (2017 Unified Transportation Program)

YES

STIP (Statewide Transportation Implementation Program, 2017-2020)
PHASE: C

YES

SOURCE: TxDOT

TxDOT graphic

PHASE 1: TYPICAL SECTION

Phase 1 will consist of one Two-Way frontage road. The right-of-way (ROW) for all phases will be purchased during Phase 1. The decision regarding which side will be built first would be made in the next study.

SOURCE: Texas Department of Transportation.



PHASE 2: TYPICAL SECTION

Phase 2 will construct the other side of the paired frontage road. Each side of the frontage road will be converted to one-way operation. The median will be left open for the future Phases 3 & 4.



PHASES 3 & 4: TYPICAL SECTIONS

Phase 3 would be isolated grade separations at specific high-volume intersections.

Phase 4 would be continuous mainlanes in both directions.



TxDOT graphic

CONTACT INFORMATION

Travis Owens, P.E.
TxDOT Dallas Advance Project Development
(214) 320-6625
Travis.Owens@txdot.gov

Dallas District Office
4777 E. Highway 80
Mesquite, TX 75150



LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Discuss and consider a resolution suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change to allow the city more time to review the application and decide on the final action, including settlement or denial of requested rate increase.

Background:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asked the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, (April 21, 2017) Oncor's rate request is deemed administratively approved.**

The City of Lancaster is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters on our behalf.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

Legal Considerations:

The resolution was provided by the legal counsel that represents Steering Committee of Cities served by Oncor which Lancaster is a member.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. Council may approve the resolution as requested.
2. Council may reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented, to suspend the April 21, 2017 effective date.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY OF LANCASTER, TEXAS, SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Lancaster a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Lancaster is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to HD Waste & Recycling, LLC.

Background:

Article 13.1400 of the Lancaster Code of Ordinances requires all solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial solid waste and recyclable materials from commercial properties within the City of Lancaster. It is unlawful for any industrial waste operator to operate within the City of Lancaster without such a franchise. HD Waste & Recycling, LLC is a family, minority woman owned business serving the Dallas Metroplex since 2009. HD Waste & Recycling, LLC desires to do business in the City of Lancaster.

Operational Considerations:

HD Waste & Recycling, LLC provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of five years, unless the franchise is canceled. In addition, HD Waste & Recycling, LLC agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

In accordance with the Lancaster Charter Article 9, Section 9.06 (C) stating that "No franchise shall ever be granted until it has been approved by the majority of the City Council, after having been read in full at two (2) regular meetings of the City Council"; this will count as the first reading of this franchise application.

Legal Considerations:

The City Attorney has reviewed and approved as to form the ordinance and the attached franchise agreement.

Public Information Considerations:

This item is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act.

Fiscal Impact:

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by HD Waste & Recycling, LLC will be collected on a monthly basis.

Options/Alternatives:

1. City Council may place the item on the April 24, 2017 meeting for consideration.
2. City Council may deny the franchise agreement.

Recommendation:

Staff recommends placing the item on the April 24, 2017 regular meeting for approval of the franchise agreement with HD Waste & Recycling, LLC.

Attachments

Ordinance

Franchise Agreement

Application form

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO HD WASTE & RECYCLING, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF FIVE (5) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING INDUSTRIAL SOLID WASTE AND RECYCLABLE MATERIALS FROM INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAY WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, HD Waste & Recycling, LLC (hereinafter "Company") desires to provide for the collection, removal and disposal of industrial solid waste and recyclable materials generated by businesses and development projects in the City; and

WHEREAS, HD Waste & Recycling, LLC has made application to the City requesting a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

WHEREAS, the City Council desires to grant to Company the right, privilege, and franchise for the term of five years to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging;

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

SECTION 1. That the City Council hereby grants to HD Waste & Recycling, LLC, its successors and assigns, the right, privilege and franchise for the term of five (5) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting industrial solid waste and recyclable materials from premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating industrial solid waste and recyclable materials removal.

SECTION 2. That Company shall remit on the 15th day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

SECTION 3. That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows:

- a. Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance.
- b. Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice & Remedies Code, or in accordance

with any contract with the City, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice & Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

SECTION 4. That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:

City of Lancaster
ATTN: City Manager
P. O. Box 940
Lancaster, Texas 75146-0946

If to the Company:

HD Waste & Recycling, LLC
ATTN: Diana Martinez
P.O. Box 851734
Dallas, TX 75217

SECTION 5. That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

SECTION 6. That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

SECTION 7. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER

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**SOLID WASTE DISPOSAL FRANCHISE
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 24th day of April, 2017 by and between the City of Lancaster, Texas (hereinafter "City") and HD Waste & Recycling, LLC. (hereinafter "Company").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement providing for the disposal of industrial solid waste and recycle generated by industrial businesses and development projects in the City; and

WHEREAS, the Company desires to enter into a franchise agreement (hereinafter "Franchise") with the City to provide for the collection and removal of industrial solid waste;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Company agrees as follows:

1. This Franchise shall be effective as of the first day of May, 2017 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

2. Company shall remit on the fifteenth day of each month a street use fee of ten (10) percent of the gross revenue billed from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven days prior notice.

3. Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this agreement as follows:

(a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this agreement.

(b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice and Remedies Code, or in accordance with any contract with the city, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the city as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the city. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

4. This Franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing delivered by registered mail or in person.

5. In the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

6. All written notices described herein shall be mailed certified, and addressed to:

If to the CITY:

City of Lancaster

ATTN: City Manager

P. O. Box 940

Lancaster, Texas 75146-0946

If to the Company:

HD Waste & Recycling, LLC

ATTN: Diana Martinez

P.O. Box 851734

Dallas, TX 75217

7. No assignment of this Franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

8. This Franchise contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Franchise, shall be deemed to exist or to bind any of the parties.

9. This Franchise shall be executed in duplicate by the parties, each to have the full force and effect of an original for all purposes.

IN WITNESS WHEREOF, that parties hereto have executed this **FRANCHISE** as of the day and year first written above.

HD Waste & Recycling, LLC
(company name)

By: _____
(authorized agent signature)

(print name)

Its: _____
(title)

City of Lancaster, Texas

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



CITY OF LANCASTER
SOLID WASTE HAULERS
Franchise Application



Solid waste franchise fee is 10% of the gross revenue collected from customers within the City limits of Lancaster. The payment is made monthly on the fifteenth of each month. The payment must be accompanied with the City's monthly report form.

This permit allows a company to use the public streets, highways, or thoroughfares within the City of Lancaster for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City.

Please complete the following information and return to the City Secretary's Office, 211 N. Henry St., Lancaster, Texas, 75146. This franchise, if approved by City Council, shall expire on _____.

Business Name: HD Waste & Recycling, LLC

Owner's (President, CEO, etc.) Name: Diana Martinez

Title: Owner

Representative's Name: Hugo Martinez

Title: Operation Manager

Location Address: (City) 10631 CF Hawn Fwy, Dallas (State) TX (Zip) 75217

Mailing Address: (City) PO Box 851734 (State) TX (Zip) 75185-1734

Phone Number: (214) 792 - 9199

Type of Business: Trash and Recycling Roll Off Dumpster Hauler

Is the business a: Corporation _____ Association _____ Partnership _____

Other (name the type) Sole-Proprietorship

Authorized Signature: 

Date: 2/14/2017

I, Diana Martinez, as Owner of HD Waste & Recycling, LLC
(Owner's Name) (Title) (Company Name)
understand and agree to the terms of this franchise. I assign Diana Martinez
(Name)
as representative of HD Waste & Recycling, LLC in dealing with the requirements
(Company Name)
of this permit.

Diana Martinez

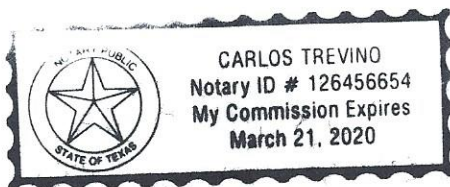
State of Texas

County of Dallas

Before me, a notary public, on this day personally appeared DIANA MARTINEZ
known to me to be the person whose name is subscribed to the foregoing document and,
being by me first duly sworn, declared that the statements therein are true and correct.
Given under my hand and seal of office this 14 day of February, 2017

Carlos Trevino

Notary Public Signature



LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Moore Disposal Inc.

Background:

Article 13.1400 of the Lancaster Code of Ordinances requires all solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial solid waste and recyclable materials from commercial properties within the City of Lancaster. It is unlawful for any industrial waste operator to operate within the City of Lancaster without such a franchise. Moore Disposal Inc was established in 1991 to provide portable toilet, roll off, street sweeping, and compactor services in the DFW Metroplex. Moore Disposal is the oldest portable toilet company in Dallas. They are one of only two locally owned and operated solid and liquid waste haulers in the Dallas area. Moore Disposal Inc desires to do business in the City of Lancaster.

Operational Considerations:

Moore Disposal Inc provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of five years, unless the franchise is canceled. In addition, Moore Disposal Inc agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

In accordance with the Lancaster Charter Article 9, Section 9.06 (C) stating that "No franchise shall ever be granted until it has been approved by the majority of the City Council, after having been read in full at two (2) regular meetings of the City Council"; this will count as the first reading of this franchise application.

Legal Considerations:

The City Attorney has reviewed and approved as to form the ordinance and the attached franchise agreement.

Public Information Considerations:

This item is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act.

Fiscal Impact:

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by Moore Disposal Inc will be collected on a monthly basis.

Options/Alternatives:

1. City Council may place the item on the April 24, 2017 regular meeting for approval of the franchise agreement as presented.
2. City Council may deny the franchise agreement.

Recommendation:

Staff recommends placing the item on the April 24, 2017 regular meeting for approval of the franchise agreement with Moore Disposal Inc.

Attachments

Ordinance

Moore Franchise Agreement

Application form

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO MOORE DISPOSAL INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF FIVE (5) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING INDUSTRIAL SOLID WASTE AND RECYCLABLE MATERIALS FROM INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAY WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Moore Disposal Inc. (hereinafter "Company") desires to provide for the collection, removal and disposal of industrial solid waste and recyclable materials generated by businesses and development projects in the City; and

WHEREAS, Moore Disposal Inc. has made application to the City requesting a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

WHEREAS, the City Council desires to grant to Company the right, privilege, and franchise for the term of five years to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging;

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

SECTION 1. That the City Council hereby grants to Moore Disposal Inc., its successors and assigns, the right, privilege and franchise for the term of five (5) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting industrial solid waste and recyclable materials from premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating industrial solid waste and recyclable materials removal.

SECTION 2. That Company shall remit on the 15th day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

SECTION 3. That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows:

- a. Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance.
- b. Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice & Remedies Code, or in accordance with any contract with the City, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice & Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

SECTION 4. That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:

City of Lancaster
ATTN: City Manager
P. O. Box 940
Lancaster, Texas 75146-0946

If to the Company:

Moore Disposal Inc.
ATTN: Calvin Schiff
2128 Hawes
Dallas, TX 75235

SECTION 5. That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

SECTION 6. That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

SECTION 7. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER

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**SOLID WASTE DISPOSAL FRANCHISE
AGREEMENT**

§

COUNTY OF DALLAS

§

THIS AGREEMENT is made and entered into this 24th day of April, 2017 by and between the City of Lancaster, Texas (hereinafter "City") and Moore Disposal Inc. (hereinafter "Company").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement providing for the disposal of industrial solid waste and recycle generated by industrial businesses and development projects in the City; and

WHEREAS, the Company desires to enter into a franchise agreement (hereinafter "Franchise") with the City to provide for the collection and removal of industrial solid waste;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Company agrees as follows:

1. This Franchise shall be effective as of the first day of May, 2017 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

2. Company shall remit on the fifteenth day of each month a street use fee of ten (10) percent of the gross revenue billed from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven days prior notice.

3. Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this agreement as follows:

(a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this agreement.

(b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice and Remedies Code, or in accordance with any contract with the city, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the city as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the city. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

4. This Franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing delivered by registered mail or in person.

5. In the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

6. All written notices described herein shall be mailed certified, and addressed to:

If to the CITY:
City of Lancaster
ATTN: City Manager
P. O. Box 940
Lancaster, Texas 75146-0946

If to the Company:
Moore Disposal Inc.
ATTN: Calvin Schiff
2128 Hawes
Dallas, TX 75235

7. No assignment of this Franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

8. This Franchise contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Franchise, shall be deemed to exist or to bind any of the parties.

9. This Franchise shall be executed in duplicate by the parties, each to have the full force and effect of an original for all purposes.

IN WITNESS WHEREOF, that parties hereto have executed this **FRANCHISE** as of the day and year first written above.

Moore Disposal Inc
(company name)

By: _____
(authorized agent signature)

(print name)

Its: _____
(title)

City of Lancaster, Texas

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



CITY OF LANCASTER
SOLID WASTE HAULERS
Franchise Application



Solid waste franchise fee is 10% of the gross revenue collected from customers within the City limits of Lancaster. The payment is made monthly on the fifteenth of each month. The payment must be accompanied with the City's monthly report form.

This permit allows a company to use the public streets, highways, or thoroughfares within the City of Lancaster for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City.

Please complete the following information and return to the City Secretary's Office, 211 N. Henry St., Lancaster, Texas, 75146. This franchise, if approved by City Council, shall expire on _____.

Business Name: Moore Disposal Inc

Owner's (President, CEO, etc.) Name: Thomas G Schiff

Title: CEO

Representative's Name: Calvin Schiff

Title: MGR

Location Address: (City) _____ (State) _____ (Zip) _____

Mailing Address: (City) 34811 LBJ #2110 (State) Dallas (Zip) 75241

Phone Number: 214-357-4357

Type of Business: Waste Removal - Trash & Recycling

Is the business a: Corporation ☒ Association _____ Partnership _____

Other (name the type) _____

Authorized Signature: Calvin Schiff

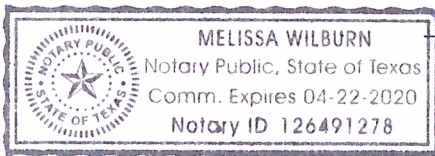
Date: 3/7/17

I Calvin Schiff, as mgr of Movie Disposal
(Owner's Name) (Title) (Company Name)
understand and agree to the terms of this franchise. I assign _____
(Name)
as representative of _____ in dealing with the requirements
(Company Name)
of this permit.

Calvin Schiff

State of Texas
County of Dallas

Before me, a notary public, on this day personally appeared Calvin Schiff,
known to me to be the person whose name is subscribed to the foregoing document and,
being by me first duly sworn, declared that the statements therein are true and correct.
Given under my hand and seal of office this 7 day of March, 2017.



Melissa Wilburn
Notary Public Signature

LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 04/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Sound Infrastructure
Quality Development

Submitted by: Opal Mauldin-Robertson, City Manager; Jim Brewer, Public Works Director; Rob Franklin, Fire Chief

Agenda Caption:

Discuss and consider various ordinances of the City adopting the 2015 International Code Council (ICC) Code Series and the 2014 National Electrical Code for construction and amending the Lancaster Code of Ordinances as follows:

- a) an ordinance amending chapter 6, article 6.04, division 2, building code, section 6.04.051 to provide for the adoption of the "international building code", 2015 Edition and section 3.102 to provide for the exceptions and amendments thereto;
- b) an ordinance amending chapter 6, article 6.04, division 3, residential code, section 6.04.101 to provide for the adoption of the "international residential code", 2015 edition, and section 6.04.102 to provide for the exceptions and amendments thereto;
- c) an ordinance amending chapter 6, article 6.04, division 4, electrical code, section 6.04.151 to provide for the adoption of the "national electrical code", 2014 edition, and section 6.04.152 to provide for the exceptions and amendments thereto;
- d) an ordinance amending chapter 6, article 6.04, division 5, plumbing code, section 6.04.201 to provide for the adoption of the "international plumbing code", 2015 edition, and section 6.04.202 to provide for the exceptions and amendments thereto;
- e) an ordinance amending chapter 6, article 6.04, division 6, mechanical code, section 6.04.251 to provide for the adoption of the "international mechanical code", 2015 edition, and section 6.04.252 to provide for the exceptions and amendments thereto;
- f) an ordinance amending chapter 6, article 6.04, division 7, property maintenance code, section 6.04.301 to provide for the adoption of the "international property maintenance code", 2015 edition, and section 6.04.302 to provide for the exceptions and amendments thereto;
- g) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards", division 8 "existing building code," section 6.04.351 to provide for adoption of the international existing building code, 2015 edition, and section 6.04.352 to provide for the exceptions and amendments thereto;
- h) an ordinance amending chapter 6, article 6.04, division 9, fuel gas code, section 6.04.401 to provide for the adoption of the "international fuel gas code", 2015 edition, and section 6.04.402 to provide for the exceptions and amendments thereto;

i) an ordinance amending chapter 6, article 6.04 division 10, energy conservation code, section 6.04.451 to provide for the adoption of the "international energy conservation code", 2015 edition, and section 6.04.452 to provide for the exceptions and amendments thereto;

j) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards," by adding division 11, "swimming pool and spa code"; by adopting section 6.04.501 to provide for the adoption of the international swimming pool and spa code, 2015 edition, and section 6.04.502 to provide for the exceptions and amendments thereto;

k) an ordinance amending chapter 10, article 10.04, fire code, section 10.04.001 to provide for the adoption of the "international fire code" 2015 edition and section 10.04.002 to provide for the exceptions and amendments thereto.

Background:

The International Codes and National Electrical Code are construction codes published by The International Code Council (ICC). The ICC is a model code organization established in 1994 after three previous regional code agencies, Building Officials and Code Administrators International Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International Inc. (SBCCI) merged together to form the International Code Council.

The International Codes have been adopted by the State of Texas as the state code for Texas. The majority of municipalities within Texas and the nation have adopted the International Codes as their minimum construction standards. In an effort to facilitate regional consistency, the North Central Texas Council of Governments (NCTCOG) proposed amendments to most of the 2015 ICC codes. These amendments with some modifications, serve as the basis for the set of codes for the City of Lancaster.

Every three years the ICC prepares a series of new codes for each municipality to consider and adopt as their minimum construction standards. Currently, the 2012 International Codes, 2012 International Energy Conservation Code and the 2011 National Electrical Code are the adopted codes of the City of Lancaster.

The State Legislature approved HB 1736 signed into law by Governor Abbott, mandated that all cities utilize the 2015 International Code Council Energy Codes effective September 1, 2016.

Operational Considerations:

The adoption of more current construction and fire codes, along with regional amendments, allows the Building Inspections, Code Compliance Divisions as well as the Fire Department to remain aligned with the regional inspection community. The 2015 ICC codes are being adopted by the majority of municipalities within this region and the State. The adoption of the codes will also allow for more regionally consistent construction practices and construction/code compliance.

Legal Considerations:

The City Attorney has prepared the ordinances and approved them as to form.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in compliance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve all of the ordinances.
2. City Council may approve only certain ordinances.
3. City Council may postpone this matter.

Recommendation:

Staff recommends approval of the ordinances as presented.

Attachments

Ordinance Building Code Division 2

Ordinance Residential Code Division 3

Ordinance Electrical Code Division 4

Ordinance Plumbing Code Division 5

Ordinance Mechanical Code Division 6

Ordinance Property Maintenance Code Division 7

Ordinance Existing Building Code Division 8

Ordinance Fuel Gas Code Division 9

Ordinance Energy Conservation Code Division 10

Ordinance Pool & Spa Code Division 11

Ordinance Fire Code

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL BUILDING CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL BUILDING CODE 2015 BY ADOPTING CHAPTER 6, BUILDING REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 2 BUILDING CODE; TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Building Code 2012 in its entirety and replacing it with the International Building Code 2015, by adopting Article 6.04 Technical and Construction Code and Standards, Division 2, Building Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 2. Building Code

Sec. 6.04.051. Adoption of Building Code.

There is hereby adopted as the building code for the city for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of building and structures unfit for human occupancy and use and the demolition of such structure in the city the International Building Code, 2015 Edition, published by the International Code Council, Inc., as amended, and the same is hereby incorporated by reference

herein the same as if fully copied, subject to the exceptions and amendments described in this article. That one copy of each volume of such code shall be kept at all times in the office of the city secretary, together with the exceptions and amendments.

Sec. 3.102. Exceptions and Amendments

The building code adopted in this article shall be subject to the exceptions and amendments to the International Building Code, 2015 Edition, as follows:

To amend Section 101.4 to read as follows:

“101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.”

To amend Section 101.4.8 by adding the following:

“101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.”

“ City of Lancaster Building Inspections Division”

103.1 Creation of enforcement agency. The City of Lancaster Building Inspections Division is hereby created and the official in charge thereof shall be known as the building official.”

Section [A] 104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas; *Delete this section in its entirety.*

Section 104.10.1; Flood hazard areas. Delete this section in its entirety.

To amend Section 105.2 Work exempt from permit; under sub-title entitled “Building” delete items 1, 2, 10 and 11 and re-number as follows:

“.....

Building:

1. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L)

.....

.....”

To amend Section 109 by adding Section 109.7 to read as follows:

“.....

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site.
7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.”

To amend Section 109 by adding Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:

“.....

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.”

To amend Section 110.3.5 by deleting exception in its entirety.

To amend Section 202 by amending definitions and adopting new definitions to read as follows:

“.....

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers”

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

ATRIUM. An opening connecting three or more stories.....

.....

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification

and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

.....”

To amend Section 303.1.3 by adding a sentence to read as follows:

“303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. Except when applying the assembly requirements of Chapter 10 and 11.”

To amend Section 304.1 by adding the following to the list of occupancies to read as follows:

“304.1

Fire stations

Police stations with detention facilities for 5 or less”

To amend Section 307.1.1 by adding the following sentence to Exception 4 to read as follows:

“307.1.1.....

....

4. Cleaning establishments ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 12, Dry Cleaning Plant provisions.”

To amend Section 403.1, Exception 3; change to read as follows:

“403.1

.....

3. The open air portion of a building”

To amend Section 403.3 by deleting exception #2 in its entirety.

To amend Section 403.3.2 to read as follows:

“403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception:”

To amend Section 404.5; by deleting the exception in its entirety.

To amend Section 406.3.5.1 by adding a sentence to read as follows:

“406.3.5.1 Carport separation. A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).”

To amend Section 506.2.2 by adding a sentence to read as follows:

“506.3.2.1 Open Space Limits. Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved fire lane. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided.”

To amend Section 712.1.9 by changing # 4 to read as follows:

“712.1.9

.....”

4. Is not open to a corridor in Group I and H occupancies.”
-

To amend Section 901.6.1 by adding subsection 901.6.1.1 to read as follows:

“901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be back flushed when foreign material is present, and also hydrostatically tested for all FDC’s on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC’s as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as “Fifth Year” for Type of ITM, and the note on the back of the tag shall read “5 Year Standpipe Test” at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be

conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.”

To amend Section 903.1.1 to read as follows:

“903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as approved by the fire code official.”

To amend Section 903.2 to read as follows:

“903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating ‘ELEVATOR MACHINERY – NO STORAGE ALLOWED.’”

To amend Section 903.2.9 by adding subsection 903.2.9.3 to read as follows:

“903.2.9.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.”

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1. Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

2. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

~~**903.2.11.9 Buildings Over 6,000 sq.ft.** An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq.ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.~~

~~**Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code*.~~

To amend Section 903.3.1.1.1 to read as follows:

“903.3.1.1.1 Exempt locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.”

To add Section 903.3.1.2.2 to read as follows:

“903.3.1.2.2 Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and / or NFPA 13R requirements, and attached garages.”

To amend Section 903.3.1.3 to read as follows:

“ 903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3; Group R-4 Condition 1 and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.”

To amend Section 903.3.1.4 to read as follows:

“903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building’s thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.”

To amend Section 903.3.5 by adding a second paragraph to read as follows:

“Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.”

To amend Section 903.4 by adding second paragraph after the exceptions to read as follows:

“.....

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.”

To amend Section 903.4.2 by adding a second paragraph to read as follows:

“903.4.2

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.”

To amend Section 905.2 to read as follows:

“905.2 **Installation standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.”

To adopt Section 905.3.9 and exception to read as follows:

“905.3.9 **Building area exceeding 10,000 sq. ft.** In buildings exceeding 10,000 square feet in area per story and where any portion of the building’s interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exception:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.”

To amend Section 905.4 to read as follows:

“905.4

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

2.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a

4.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6.

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.”

To amend Section 905.9 by adding second paragraph after the exceptions to read as follows:

“.....

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department

hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.”

To amend Section 907.1 by adding subsection 907.1.4 to read as follows:

“.....

907.1.4 Design standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.”

To amend Section 907.2.1 to read as follows:

“907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.9 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception:

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
 2. Stop any conflicting or confusing sounds and visual distractions.”
-

To amend Section 907.2.3; change to read as follows:

“907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1.

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

.....”

To amend Section 907.2.13; Exception 3. change to read as follows:

“907.2.13

Exceptions:

1.....

.....

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.”

To amend Section 907.4.2 by adding subsection 907.4.2.7 to read as follows:

“907.4.2

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.”

To amend Section 907.6.1 by adding subsection 907.6.1.1 to read as follows:

“907.6.1

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC

conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.”

To amend Section 907.6.3 by deleting all exceptions in its entirety.

To amend Section 907.6.6 by adding a sentence at end of paragraph to read as follows:

“.....

See 907.6.3 for the required information transmitted to the supervising station.”

To amend Section 909.22 to read as follows:

“909.22 Stairway or ramp pressurization alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter’s smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the Fire Department as per Section 105.7.

909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof

enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.22.1.2 Standby power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.”

To amend Section 910.2 Exception 2. and 3. to read as follows:

“910.2

Exception:

1.
 2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
 3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.”
-

To amend Section 910.2 by adding subsections 910.2.3 with exceptions to read as follows:

“910.2

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.”

To amend Section 910.3 by adding subsection 910.3.4 to read as follows:

“910.3

910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2

910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.”

To amend Section 910.4.3.1 to read as follows:

“910.4.3.1 Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.”

To amend Section 910.4.4 to read as follows:

“910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.”

To amend Section 912.2 by adding subsection 912.2.3 to read as follows:

“912.2

912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.”

To amend Section 913.2.1 by adding a second paragraph and exception to read as follows:

“913.2.1

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.”

To adopt Section 1006.2.2.6 to read as follows:

“1006.2.2.6 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.”

To amend Section 1009.1 by adding exception 4 to read as follows:

“1009.1

Exceptions:

....

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.”

To amend Section 1010.1.9.4 by amending exceptions 3 and 4 to read as follows:

“1010.1.9.4 Bolt Locks

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy.
 4. Where a pair of doors serves a Group A, B, F, M or S occupancy"
-

To amend Section 1020.1 by adding exception 6 to read as follows:

“1020.1 Construction

.....

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.”

To amend Section 1029.1.1.1 by deleting this section in its entirety.

To amend Section 1101.1 by adding an exception to read as follows:

“1101.1 Scope

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.”

To amend Section 1203.1 to read as follows:

“1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a dwelling unit is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the International Energy Conservation Code, the dwelling unit shall be ventilated by mechanical means in accordance with Section 403 of the International Mechanical Code.”

To amend Table 1505.1 by deleting footnote c and replace footnote b with the following:

“

b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of protected roof area. When exceeding 120 sq. ft. of protected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.”

To delete Section 1505.7 in its entirety

To amend Section 1510.1 by adding a sentence to read as follows:

“1510.1 General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

.....”

To amend Section 1704.2 to read as follows:

“1704.2 Special inspections and tests. Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner’s authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work listed under Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.”

To amend Section 1704.2.1 to read as follows:

“1704.2.1 Special inspector qualifications. Prior to the start of construction and or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform the special inspections and tests during construction.”

To amend Section 1704.2.4 to read as follows:

“1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents.”

To amend Section 1704.2.5.2 to read as follows:

“1704.2.5.1 Fabricator approval. Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge, stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.”

To amend Section 2901.1 by adding a sentence to read as follows:

“2901.1 Scope. The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.”

To amend Section 2902.1 by adding a second paragraph to read as follows:

“2902.1

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.”

To amend Table 2902.1 by amending footnote f to read as follows:

“2902.1

.....

f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.”

To amend Section 2902.1.3 by adding a new subsections to read as follows:

“2902.1.3 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.3.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.3.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the City of Lancaster’s health department.”

To amend Section 3002.1 by adding exceptions to read as follows:

“3002.1 Hoistway Enclosure Protection.

Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.
 2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.”
-

To amend Section 3005.4 by deleting section in its entirety and replacing it to read as follows:

“3005.4. Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.

.....”

To adopt Section 3005.7 to read as follows:

“3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building’s fire alarm system.

3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.”

To amend by adding Section 3005.8 to read as follows:

“3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: ‘No Storage Allowed’”

Section 3006.2, Hoistway opening protection required. Revise text as follows:

5. The building is a high rise and the elevator hoistway is more than 75 feet (22 860 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

To amend Section 3109.1 to read as follows:

“3109.1 General. Swimming pools shall comply with the requirements of sections 3109.2 through 3109.5 and other applicable sections of this code and complying with applicable state laws.”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE CODE OF ORDINANCES 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION BY ADOPTING CHAPTER 6, ARTICLE 6.04, DIVISION 3, RESIDENTIAL CODE, TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Residential Code 2012 Edition in its entirety and replacing it with International Residential Code 2015, by adopting Article 6.04, Division 3, Residential Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 3. Residential Code

Sec. 6.04.101. Adoption

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Residential Code, 2015 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the residential code of the city for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefore, and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 6.04.102 of this article.

Sec. 6.04.102. Exceptions and Amendments

The Residential Code adopted in this article shall be subject to the exceptions and amendments to the International Residential Code, 2015 Edition, which shall herein after read as follows:

To amend Section R102.4 to read as follows:

“R102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.”

To delete Section R104.10.1 Flood Hazard areas in its entirety

To delete Section R105.3.1.1 & R106.1.4 in its entirety

To delete Section 110 (R110.1 through R110.5) in its entirety

To amend Section R202 by changing definition of “Townhouse” to read as follows”

“TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard of public way on at least two sides.”

To amend Table R301.2(1); to read as follows (No changes to footnotes):

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Special Wind Region ^L	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ⁰ F	No	Loc al Cod e	150	64.9 ⁰ F

F_n^l

To amend Section R302.1 by adding new exception #6 to read as follows:

“Exceptions: *{previous exceptions unchanged}*

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.”

To amend Section R302.3 by adding new Exception #3 to read as follows:

“Exceptions:

1. *{existing text unchanged}*
2.
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.”

To amend Section R302.5.1 to read as follows:

“R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.”

To amend the exception in Section R303.3 to read as follows:

“Exception: *{existing test unchanged}* Exhaust air from the space shall be exhaust out to the outdoors unless the space contains only a water closet, a lavatory, or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.”

To delete Section R313 Automatic Fire Sprinkler Systems in its entirety.

To amend Section R315.2.2, *Alterations, repairs and additions*. Amend to read as follows:

“Exceptions:

1.
2. Installation, alteration or repairs of electrical powered{remaining text unchanged}”

To delete Section R322 Flood Resistant Construction in its entirety.

To amend Section R326 Swimming Pools, Spas and Hot Tubs to read as follows:

“R326.1 General. The design and construction of pools and spas shall comply with the **2015 IRC Appendix Q. Swimming Pools, Spas and Hot Tubs”**

To amend Section R401.2, by adding a new paragraph following the existing paragraph to read as follows.

“Section R401.2. Requirements.

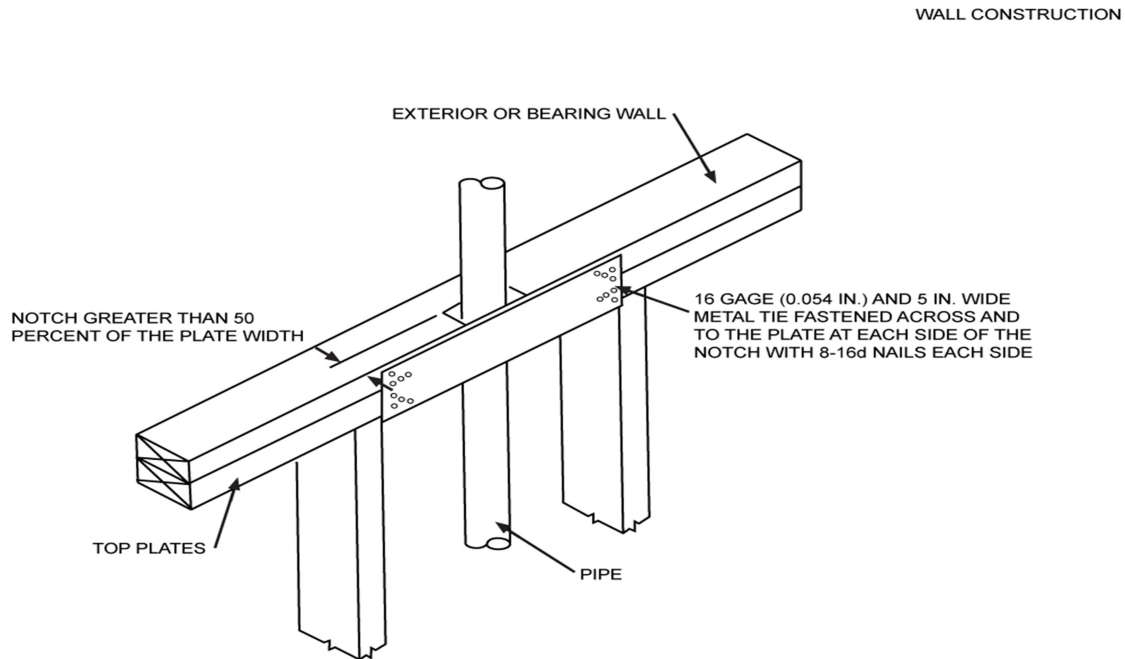
Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.”

To amend Section 602.6.1 to read as follows:

“R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054-inch-thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148-inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}”

To amend Figure R602.6.1 by deleting the figure and add the following figure:

“



For SI: 1 inch = 25.4 mm

FIGURE R602.6.1
TOP PLATE FRAMING TO ACCOMMODATE PIPING

”

To amend Section R703.7.4.1; add a second paragraph to read as follows:

“.....

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.”

To amend Section R902.1 and by adding exception #3 to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed. *{remainder unchanged}*

“Exceptions:

1.

.....

5. Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).”

Chapter 11. [RE] – Energy Efficiency is deleted in its entirety and replaced with the following:

“N1101.1 Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

N1101.2 Compliance. Compliance shall be demonstrated by meeting the requirements of the residential provisions of 2015 International Energy Conservation Code.”

To amend Section M1305.1.3; change to read as follows:

“M1305.1.3 Appliances in attics. *Attics* containing *appliances* requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An *access* door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
 2. Where the passageway is unobstructed {*remaining text unchanged*}
-

To amend Section M1411.3 to read as follows:

“M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal a sanitary sewer through a trap, by means of a direct or indirect drain.”

To amend Section M1411.3.1, Items 3 and 4 by adding text to read as follows:

“M1411.3.1 Auxiliary and secondary drain systems. {*bulk of paragraph unchanged*}

1.

.....

2. An auxiliary drain pan..... with Item 1 of this section. A water level detection device may be installed only with prior approval of the *building official*.

3. A water level detection device overflow rim of such pan. A water level detection device may be installed only with prior approval of the *building official*.”

To amend Section M1411.3.1.1 by adding text to read as follows:

“M1411.3.1.1 Water-level monitoring devices. On down-flow units installed in the drain line. A water level detection device may be installed only with prior approval of the *building official*.”

To amend Section M1503.4 Makeup Air Required Amend and add exception as follows:

“M1503.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems

capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.”

To amend Section M2005.2 to read as follows:

“M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet or installed in any attic unless approved by the Building Official. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required.”

To delete Section G2408.3 (305.5) in its entirety

To amend Section G2415.2.1 (404.2.1) by adding a second paragraph to read as follows:

“.....

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

‘WARNING
1/2 to 5 psi gas pressure
Do Not Remove’ ”

To amend Section G2415.2.2 (404.2.2) by adding an exception to read as follows:

“Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).”

To amend Section G2415.12 (404.12) to read as follows:

“G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of 12 inches (305 mm) 18 inches (457 mm)_below grade, except as provided for in Section G2415.12.1.”

To amend Section G2417.1 (406.1) to read as follows:

“G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.”

To amend Section G2417.4 to read as follows:

“G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.”

To amend Section G2417.4.1 to read as follows:

“G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.”

To amend Section G2417.4.2 to read as follows:

“G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for be not less than 10 fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.”

To amend Section G2420.1 (406.1) by adding Section G2420.1.4 to read as follows:

“G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.”

To amend Section G2420.5.1 (409.5.1) by adding text to read as follows:

“G2420.5.1 (409.5.1) Located within the same room. The shutoff valve in accordance with the appliance manufacturer’s instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.”

To amend Section G2421.1 (410.1) by adding text and Exception to read as follows:

“G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be *approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

Exception: A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.”

To delete exceptions 1 and 4 from Section G2422.1.2.3 (411.1.3.3)

To amend Section G2445.2 (621.2) by adding Exception to read as follows:

“G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the *Fuel Gas Code*.”

To amend Section G2448.1.1 (624.1.1) to read as follows:

“G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.”

To amend Section P2801.6.1 to read as follows:

“Section P2801.6.1 Pan size and drain. The pan shall be not less than 1 1/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4.

Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.”

To amend Section P2804.6.1 to read as follows:

“Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an indirect_waste receptor or to the outdoors.

6.

.....”

To amend Section P2801.7 by adding Exception to read as follows:

“Exceptions:

1. Electric Water Heater.”

To amend Section P2902.5.3 to read as follows:

“P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly_or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.”

To amend Section P3009.9 to read as follows:

P3003.9. Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

.....”

To delete Section P3111 in its entirety.

To amend Section P3112.2 by deleting and replacing to read as follows:

“P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink

drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.”

To add an Appendix Q to read as follows:

“Appendix Q. Swimming Pools, Spas and Hot Tubs.

SECTION AQ101 GENERAL

AQ101.1 General.

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

AQ101.2 Pools in flood hazard areas.

Pools that are located in flood hazard areas established by Table R301.2(1), including above-ground pools, on-ground pools and in-ground pools that involve placement of fill, shall comply with Section AQ101.2.1 or AQ101.2.2.

Exception: Pools located in riverine flood hazard areas which are outside of designated floodways.

AQ101.2.1 Pools located in designated flood ways.

Where pools are located in designated floodways, documentation shall be submitted to the building official which demonstrates that the construction of the pool will not increase the design flood elevation at any point within the jurisdiction.

AQ101.2.2 Pools located where floodways have not been designated.

Where pools are located where design flood elevations are specified but flood ways have not been designated, the applicant shall provide a flood way analysis that demonstrates that the proposed pool will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

SECTION AQ102

DEFINITIONS

AQ102.1 General.

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one-or two-family dwelling, or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

SECTION AG103 SWIMMING POOLS

AQ103.1 In-ground pools.

In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

AQ103.2 Above-ground and on-ground pools.

Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

AQ103.3 Pools in flood hazard areas.

In flood hazard areas established by Table R301.2(1), pools in coastal high-hazard areas shall be designed and constructed in compliance with ASCE 24.

SECTION AQ104 SPAS AND HOT TUBS

AQ104.1 Permanently installed spas and hot tubs.

Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

AQ104.2 Portable spas and hot tubs.

Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

SECTION AQ105 BARRIER REQUIREMENTS

AQ105.1 Application.

The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

AQ105.2 Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier, which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier, which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).

2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.

3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).

7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).

8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:

8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and

8.2. The gate and barrier shall have not opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.

9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:

9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

AQ105.3 Indoor swimming pool. Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

AQ105.4 Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

AQ105.5 Barrier exceptions. Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix

SECTION AQ106 ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

AQ106.1 General.

Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

SECTION AQ107 ABBREVIATIONS

AQ107.1 General.

ANSI—American National Standards Institute
11 West 42nd Street
New York, NY 10036

APSP—Association of Pool and Spa Professionals
NSPI—National Spa and Pool Institute
2111 Eisenhower Avenue
Alexandria, VA 22314

ASCE—American Society of Civil Engineers
1801 Alexander Bell Drive
Reston, VA 98411-0700

ASTM—ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428

UL—Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062-2096

SECTION AQ108 REFERENCED STANDARDS

AQ108.1 General.

ANSI/NSP

ANSI/NSPI-3—99	Standard for Permanently Installed Residential Spas	AQ104.1
ANSI/NSPI-4—99	Standard for Above-ground/ On-ground Residential Swimming Pools	AQ103.2
ANSI/NSPI-5—03	Standard for Residential In-ground Swimming Pools	AQ103.1
ANSI/NSPI-6—99	Standard for Residential Portable Spas	AQ104.2

ASCE

ASCE/SEI-24—05	Flood-resistant Design and Construction	AQ103.3
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ASTM ASTM F 1346—91 (2003)	Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs	AQ105.2, AQ105.5
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UL

UL 2017-2000	Standard for General-purpose Signaling Devices and Systems – with revisions Through June 2004 “	AQ105.2
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SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH/gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE NATIONAL ELECTRICAL CODE 2011 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE NATIONAL ELECTRICAL CODE 2014 EDITION BY ADOPTING CHAPTER 6 BUILDING REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 4 ELECTRICAL CODE TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the National Electric Code 2011 in its entirety and replacing it with National Electric Code 2014, adopting National Electrical Code 2014 Edition by adopting Article 6.04, Division 4, Electrical Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 4. Electrical Code

Sec. 6.04.151. Adoption

There is hereby adopted as the electrical code for the city for the purpose of regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing system the 2014 National Electrical Code, subject to the exceptions and amendments provided in Section 6.04.152, and the same are incorporated by reference herein as if fully copied. One copy of each such code, together with the exceptions and amendments thereto, shall be kept at all times in the office of the city secretary.

Sec. 6.04.152. Exceptions and Amendments

The Electrical Code adopted in this article shall be subject to the exceptions and amendments to the 2014 National Electrical Code, as follows:

To amend Article 100 by adding and amending the following definitions to read as follows:

“.....

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

.....

Intersystem Bonding Termination. A device that provides a means for connecting intersystem bonding conductors for communication systems and other systems to the grounding electrode system. Bonding conductors for other systems shall not be larger than 6 AWG.

.....”

To amend Article 110.2; to read as follows:

“110.2 Approval. The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of Approved, Identified, Labeled, and Listed.

Informational Note No. 2: Manufacturer’s self-certification of equipment may not necessarily comply with US product safety standards as certified by a Nationally Recognized Testing Lab.

Informational Note No. 3: NFPA 790 and 791 provide an example of an approved method for qualifying a third party inspection agency.”

To amend Article 210.52(G) (1) to read as follows:

“(1) Garages. In each attached garage and in each detached garage with electric power. At least one receptacle outlet shall be installed for each car space.”

To amend Article 230.71(A) by adding an exception to read as follows:

“.....

Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.”

To amend by deleting Article 240.91 in its entirety.

To amend Article 300.11 by adding the following exception to read as follows:

“.....

Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size 1/2”).”

To amend Article 310.15(B)(7) to read as follows:

“(7) This Article shall not be used in conjunction with Article 220.82.”

To amend Article 500.8(A)(3); to read as follows:

“500.8 Equipment. Articles 500 through 504 require equipment construction and installation standards that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgement signed and sealed by a qualified licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.”

To amend Article 505.7(A) to read as follows:

“505.7 Special Precaution. Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified licensed Professional Engineer in the State of Texas.”

To amend Article 517.30 Essential Electrical Systems for Hospitals by creating a new subsection (H) and by adding the following language:

“(G) Coordination. Overcurrent protective devices serving the equipment branch of the essential electrical system shall be coordinated for the period of time that a fault’s duration extends beyond 0.1 second.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.

Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.

(H) Selective Coordination. Overcurrent protective devices serving the life safety, and critical branches of the essential electrical system shall be selectively coordinated with all supply-side overcurrent protective devices.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.

Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.”

To amend Article 680.25(A) and by deleting exception to read as follows:

“680.25 Feeders.

These provisions shall apply to any feeder on the supply side of panelboards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

(A) Wiring Methods.

(1) Feeders. Feeders shall be installed in rigid metal conduit or intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

- (1) Liquid tight flexible nonmetallic conduit
- (2) Rigid polyvinyl chloride conduit
- (3) Reinforced thermosetting resin conduit
- (4) Electrical metallic tubing where installed on or within a building
- (5) Electrical nonmetallic tubing where installed within a building
- (6) Type MC cable where installed within a building and if not subject to corrosive environment
- (7) Nonmetallic-sheathed cable
- (8) Type SE cable"

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th
day of April, 2017

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL PLUMBING CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE 2015 EDITION BY ADOPTING CHAPTER 6 BUILDING AND REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARD, DIVISION 5, PLUMBING CODE, TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Plumbing Code Edition 2012 in its entirety and replacing it with the International Plumbing Code 2015 Edition by adopting Article 6.04, Division 5, Plumbing Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 5. Plumbing Code

Sec. 6.04.201. Adoption of Plumbing Code.

There is hereby adopted as the plumbing code for the city for the purpose of regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing system the International Plumbing Code, 2015 Edition, including appendix, as published by the International Code Council, subject to the exceptions, amendments and interpretations described in this article, and the same are incorporated by reference herein as if fully copied. One copy of each such code, together with the exceptions and amendments thereto, shall be kept at all times in the office of the city secretary.

Sec. 6.04.202. Exceptions and Amendments

The Plumbing Code adopted in this article shall be subject to the exceptions and amendments to the International Plumbing Code, 2015 Edition, as follows:

To amend Table of Contents, Chapter 7, Section 714 to read as follows:

“Section 714 Engineered Drainage Design 69”

To amend Section 102.8; change to read as follows:

“102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments. Any reference to NFPA 70 or National Electrical Code (NEC) shall mean the Electrical Code as adopted.”

To delete and amend Sections 106.6.2 and 106.6.3 to read as follows:

“106.6.2 Fee schedule. The fees for all plumbing work shall be established by resolution of the governing body of the jurisdiction.

106.6.3 Fee Refunds. Delete this section in its entirety.

To amend Section 109 by deleting in its entirety and insert the following:

SECTION 109 MEANS OF APPEAL

“109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.”

To amend Section 305.4.1 to read as follows:

“305.4.1 Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.”

To amend Section 305.7 to read as follows:

“305.7 Protection of components of plumbing system. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a

manner in which they would be exposed to damage shall be recessed into the wall or otherwise protected in an approved manner.”

To amend Section 314.2.1 to read as follows:

“314.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.”

To amend Section 409.2 to add to said Section:

“409.2 Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608

To amend Section 412.4 to read as follows:

“412.4 Required location for floor drains. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
 2. Commercial kitchens. (In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.)
 3. Public restrooms.”
-

To amend Section 419.3 to read as follows:

“419.3 Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.”

To amend Section 502.3 to read as follows:

“502.3 Appliances in attics. Attics containing a water heater shall be provided side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches (508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed

To amend Section 502.6 by adding a new Section 502.6 to read as follows:

“502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10- gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.”

To amend Section 504.6 to read as follows:

“504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge, to an indirect waste receptor or to the outdoors.
 6. Discharge in a manner that does not cause personal injury or structural damage.
 7. Discharge to a termination point that is readily observable by the building occupants.
 8. Not be trapped.
 9. Be installed so as to flow by gravity.
 10. Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
 11. Not have a threaded connection at the end of such piping.
 12. Not have valves or tee fittings.
 13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and approved for such use in accordance with ASME A112.4.1.”
-

To amend Section 504.7.1 to read as follows:

“Section 504.7.1 Pan size and drain to read as follows: The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.”

To amend Section 604.4 by adding Section 604.4.1 to read as follows:

“604.4.1 State maximum flow rate. Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.”

To delete subsection items #4 and #5 in Section 606.1 in its entirety.

To amend Section 606.2 to read as follows:

“606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.

2. On the water supply pipe to each appliance or mechanical equipment.”

To amend Section 608.1 to read as follows:

“608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, Table 608.1, and as specifically stated in Sections 608.2 through 608.16.10.”

To amend Section 608.16.5 to read as follows:

“608.16.5 Connections to lawn irrigation systems.

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.”

To amend Section 608.17 to read as follows:

“608.17 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.”

To amend Section 610.1 by adding exception to read as follows:

“610.1 General. New or repaired potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652, or as described in this section. This requirement shall apply to “on-site” or “in-plant” fabrication of a system or to a modular portion of a system.

1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.
2. The system or part thereof shall be filled with a water/chlorine solution containing at least 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing at least 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.

3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

Exception: With prior approval the Code Official may wave this requirement when deemed un-necessary.”

To delete Section 703.6 in its entirety

To amend Section 704.5 by adding to read as follows:

“704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard.”

To amend Section 705.11.2 and to delete exceptions to read as follows:

“705.11.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.”

To amend Section 712.5 by adding Section 712.5 to read as follows:

“712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any public use occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.”

To amend Section 714, 714.1 to read as follows:

“SECTION 714

ENGINEERED DRAINAGE DESIGN

714.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by registered engineer using approved design methods.”

To amend Section 804.2 by adding section to read as follows:

“804.2 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.”

To amend Section 903.1 to read as follows:

“903.1 Roof extension. All open vent pipes that extend through a roof shall terminate at least six (6) inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above roof.”

To delete Section 917, Single stack vent systems in its entirety.

To delete Section 1002.10 in its entirety

To add a footnote to Section 1003 to read as follows:

“{Until the Health and Water Departments of the area can coordinate a uniform grease interceptor section, each city will have to modify this section individually.}”

To amend Section 1101.8 to read as follows:

“1101.8 Cleanouts required. Cleanouts or manholes shall be installed in the storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.”

To amend Section 1106.1 to read as follows:

“1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.”

To amend Section 1108.3 to read as follows:

“1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.”

To delete Section 1109 in its entirety.

To delete exception #2 in Section 1202.1. in its entirety”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE MECHANICAL CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE MECHANICAL CODE 2015 EDITION BY ADOPTING CHAPTER 6 BUILDING AND REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 6, MECHANICAL CODE, TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the Mechanical Code 2012 edition in its entirety and replacing it with Mechanical Code 2015 edition by adopting Article 6.04, Division 6, Mechanical Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 6. Mechanical Code

Sec. 6.04.251. Adoption

There is hereby adopted as the mechanical code for the city for the purpose of regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the city the International Mechanical Code, 2015 Edition, subject to the exceptions and amendments provided in Section 3.602, and the same are incorporated by reference herein as if fully copied. One copy of each such code, together with the exceptions and amendments thereto, shall be kept at all times in the office of the city secretary.

Sec. 6.04.252. Exceptions and Amendments

The International Mechanical Code, 2015 Edition, adopted in this article shall be subject to the exceptions and amendments which are as follows:

To amend Section 102.8 to read as follows:

“102.8 Referenced codes and standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments. Any reference to NFPA 70 or the *National Electrical Code* (NEC) shall mean the Electrical Code as adopted.”

To amend Section 306.3 to read as follows:

“306.3 Appliances in attics. Attics containing appliances requiring access shall be provided side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed....”
-

To amend Section 306.5 to read as follows:

“306.5 Equipment and appliances on roofs or elevated structures. Where equipment and appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliance’s level service space. Such access shall

on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope)....”

To amend Section 306.5.1 to read as follows:

“306.5.1 Sloped Roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch- diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.”

To amend Section 306 by adding Section 306.6 to read as follows:

“306.6 Water Heaters Above Ground or Floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10-gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.”

To amend Section 307.2.3 by amending # 2 to read as follows:

- “2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.”

To amend Section 403.2.1 by adding a subsection 5 to read as follows:

- “5. Toilet rooms within private dwellings that contain only a water closet, lavatory or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.”

To amend Section 501.3; add an exception to read as follows:

“501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.
3. Where installed in accordance with the manufacturer’s instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.”

To amend Section 607.5.1 to change to read as follows:

“607.5.1 Fire Walls. Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems see Section 510.1-510.9 IMC.”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2015 EDITION BY ADOPTING CHAPTER 6 BUILDING AND REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 7, INTERNATIONAL PROPERTY MAINTENANCE CODE, TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Property Maintenance Code 2012 edition in its entirety and replacing it with International Property Maintenance Code, 2015 edition, by adopting Article 6.04, Division 7, Property Maintenance Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 7. Property Maintenance Code

Sec. 6.04.301. Adoption

A certain document, a copy of which is on file in the office of the city secretary, being marked and designated as the International Property Maintenance Code, 2015 edition, including appendix, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in [section 6.04.302](#) of this article.

Sec. 6.04.302. Exceptions and Amendments

The International Property Maintenance Code, 2015 Edition, adopted in this article shall be subject to the exceptions and amendments which are as follows:

To amend Section 201.3 to read as follows:

“Section 201.3 Terms defined in other codes. Delete reference to ICC Electrical Code and replace with reference to Adopted Electrical Code.”

To amend Section 202 to read as follows:

“Section 202 Definitions, Insert definition for Junked Vehicle to read as follows;

Junk Vehicle means a vehicle that is self propelled and is

(A) wrecked, dismantled or partially dismantled, or discarded; or

(B) inoperable and has remained inoperable for more than 72 hours, if the vehicle is on public property; or 30 consecutive days, if the vehicle is on private property.

....”

To amend Section 107.1 by deleting the entire section and changing to read as follows:

“Section 107.1, Notice to person responsible,

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 107.2 and 107.3 herein to the person responsible for the violation as specified in this code. In the notice herein provided for the City shall have the right to inform the property owner or agent having charge that if he or she commits another violation of the same kind or nature any time within one year from original notice, the City may institute the appropriate proceedings at law or to correct or abate such violation without further notice at the owner’s expense and assess the expense against the property. Exception to this section, weeds in excess of 48 inches in height that are a danger to the health, life or safety of any person, may be immediately abated without notice. Notice shall be not later than the tenth day after the City causes the work to be done under this section, the City shall give notice to the property owner in the manner required by this section.”

To amend Section 111.2 by deleting in its entirety and replacing with a new section, to read as follows:

“Section 111.2, Board of Appeal.

Any reason directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Property Standards and Appeals Board, hereinafter referred to as the “Board”, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(a) Membership, rules and procedures of the Board shall be those as determined by the governing body and State law unless otherwise so stated herein.

- (1) The Board shall consist of five (5) members and (1) alternate member who are qualified by experience, common knowledge, and/or training to pass upon matters of construction and this code. Members shall be residents of the City and shall be appointed by the City Council for a term of two years. Alternates appointed shall serve a one year term. Vacancies shall be filled by appointment for unexpired terms. Any member may be removed from the Board by the City Council at will.
- (2) Postponed hearing. When a quorum of the Board is not present to hear an appeal, the hearing will be postponed. A majority of the members (3) shall constitute a quorum of the Board. The act of a majority of the members which a quorum is in attendance shall constitute the act of the Board unless the act of a greater number is required by law.
- (3) Chairman. The board shall annually select one of its members to serve as chairman.
- (4) Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

(c) Notice of meeting. The boards shall meet upon notice from the code official within 20 days of the filing of an appeal, or at stated periodic meetings. Notice of any meeting shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

(d) Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant’s representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

(e) Board decision. The board shall, only by a concurring vote of a majority of those present either modify the order of the official by granting an extension of time to make all repairs and improvements necessary to meet code requirements, enforce the recommendation of the official, or reverse the decision of the code official,

(1) Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official upon request.

(2) Administration. The code official shall take immediate action in accordance with the decision of the board.

(f) Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and within 30 days following the decision of the Board.

Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the board.”

To amend Section 302.3 by adding a sentence to read as follows:

“Section 302.3 Sidewalks and driveways. Repairs and maintenance shall be the responsibility of the property owner to maintain free from obstructions, trip hazards or dilapidated conditions from the edge of street or alley pavement.”

To amend Section 302.4 and adding a new Section 302.4.1 to read as follows:

“Section 302.4 Weeds. Amend the first sentence to read as follows; All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height.

Section 302.4.1 Trees, Scrubs, Vegetation. It shall be unlawful for any person, firm, or corporation owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate city limits to permit bushes, trees, shrubs, vegetation or plant substances(s) or any part(s) thereof, whether living or not, that has its roots on said real property, to hang, overhang, grow into or grow over any street, alleyway within the City, if said growth is overhanging below fourteen (14) feet from a point on a vertical line with the starting point on a horizontal plane of the street or alleyway and no plant or tree growth be allowed within twelve (12) inches of the edge of any street or alleyway. Sidewalks shall have a clearance of eight (8) feet from a point on a vertical line with a starting point at the horizontal plane of the sidewalk. When such growth exists it shall be deemed a nuisance and a danger to public safety. It shall be the duty of the person named as owner of the property to abate the nuisance so that the overhang is not below the set minimum(s) clearances as stated above.”

To amend Section 302.8 to read as follows:

“302.8 Motor Vehicles. Except as provided for in other regulations no inoperative, unlicensed, or unregistered motor vehicle, or any motor vehicle not bearing current inspection shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled. Painting of the vehicles is prohibited unless conducted inside an approved paint spray booth and within the zoning district where spray painting of vehicles is an allowed use.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Work on vehicles at a residence can only be conducted on those vehicles legally registered in the resident’s name and no others. Any noise that disturbs the adjacent residential environment would not be allowed to continue.”

To amend Section 302.10 to read as follows:

“Section 302.10 Other exterior property conditions. Add the following new section 302.10 to read as follows; Unless authorized within a zoning district and under conditions thereof, or within the extraterritorial jurisdiction of the City, it shall be unlawful of any person to allow permit, conduct or maintain objectionable, unsightly or unsanitary conditions, items, situations or events on any portion of a lot or tract, outside of an enclosed or covered patio or other projecting overhang that includes, but is not limited to:

- 1) Furniture, appliance and other items left outside that were or are not intended for outdoor use that includes broken or damaged lawn furniture, outdoor structure(s), lawn and garden accessories and sculpture.
- 2) Building materials or any item by itself used in construction that is not serving its intended purpose where there is not an active building permit.
- 3) Clothing, papers, broken glass, scrap materials, pipe, barrels, piles or stacks of unused brick or stone, uninstalled fence and or fence materials.
- 4) Brush, trash, wood piles, fallen trees or large parts of trees such as the trunk or main branches, dead trees or other dead vegetation.
- 5) Lawn equipment in whole or in part where such is kept outside and unprotected from the elements.
- 6) Unlicensed and or inoperable trailers.
- 7) Boats not on trailers for longer than 30 days.
- 8) Any condition, situation, event or action as described herein where items are covered by tarpaulin(s) or other such cover including the tarpaulin(s) or other such cover.
- 9) Parts typically associated with trucks, cars, motorcycles, boats, farm equipment, construction equipment or other vehicle that includes but is not limited to body parts, tires, wheels, batteries, upholstered items, engines, drive train components, plows, disks, rakes and other such items.

- 10) A boat on a trailer, car, truck, trailers or other vehicle with axle(s) not currently licensed and or registered.
- 11) Any vehicle elevated up off the ground for a period of more than 72 hours.
- 12) Cargo containers placed on any residential property and cargo containers placed on any commercial property without an active building permit is prohibited.
- 13) Semi Trucks and or trailers or parts thereof on a property or in front of a property used as or zoned for residential use, located on property used or zoned for nonresidential use, other than where permitted within the approved zoning district and subject to items and conditions thereof where such is not conducting business or has not conducted business for more than 24 hours.
- 14) Commercial vehicles, as that term is used and under conditions and or terms established under Ordinance 2004-12-43 parked on a property or in front of a property used as or zoned for residential use or where located anywhere where such vehicle is not conducting work at the time related to the vehicle other than where permitted within the approved zoning district and subject to terms and conditions thereof.
- 15) Construction equipment in whole or in part where the equipment is not being used for its intended purpose on the property where parked or stored unless otherwise allowed within that zoning district subject to terms and conditions thereof.
- 16) Where outdoor storage and or display is allowed, accumulation of trash and or debris and items or material that is not orderly stacked.
- 17) Vehicles may only be parked on those approved surfaces as outlined in Ordinance 2009-06-15 Minimum Parking Standards.
- 18) Signs of all types not included within the approved Sign Ordinance 2009-08-20.
- 19) Any vehicular sign used as a source of advertising for a business within City limits not in compliance with Ordinance 2009-08-20.
- 20) The placing or accumulation of any material or item in any area of a property that does or could provide nesting, harborage or feeding for vermin or pest, or that could negatively affect the environment's ecological system from runoff, areas emitting an odor or odors for longer than 24 hours that a person of reasonable sensibilities may distinguish from ambient odors, seepage of fuels, oils, chemical or organic compounds into the soils and similar such events.
- 21) The accumulation of materials that emit any gases, noxious fumes, or odors to such extent that the same or any of them shall by reason of such offensive odors become a source of endangerment to the health, safety and welfare to immediate surrounding property or to persons living or passing in the vicinity within the city.
- 22) Other situations as determined by the Director of Development Services or their designee.
- 23) Any trailer, boat or recreational vehicle left parked on any public street or right of way not connected to a legally registered motor vehicle will be considered in violation."

To amend Section 303.2 to change to read as follows:

“Section 303.2, Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be completely surrounded by a fence or barrier at least 72 inches in height above the finished ground level measured on the side of the barrier away from the pool. Horizontal members shall not be constructed in such a manner to create a ladder effect. All such door openings directly into such enclosure shall be equipped with self closing and latching devices designed to keep and capable of keeping doors securely closed at all times when not actually in use. It shall be unlawful to maintain a swimming pool, spa or hot tub in the city limits of Lancaster that is not properly fenced.”

To amend Section 304.3 to change to read as follows:

“Section 304.3 Premises Identification. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property and visible from the rear alley. (remainder of section remains the same).”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to

be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.aga)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL EXISTING BUILDING CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE 2015 EDITION; BY ADOPTING CHAPTER 6 “BUILDING REGULATIONS”, ARTICLE 6.04, “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS,” DIVISION 8, “EXISTING BUILDING CODE,” TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Existing Building Code 2012 Edition in its entirety and replacing it with the International Existing Building Code 2015 Edition , by adopting Chapter 6, Building Regulations, Article 6.04, Technical and Construction Codes and Standards, Division 8, Existing Building Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 8. Existing Building Code

Sec. 6.04.351. Adoption of Existing Building Code.

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Existing Building Code, 2015 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the existing building code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said existing building code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 6.04.352 of this Article.

Sec. 6.04.352. Exceptions and Amendments

The Existing Building Code adopted in this article shall be subject to the exceptions and amendments to the International Existing Building Code, 2015 Edition, as follows:

To amend Section 102.4; change to read as follows:

“102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.”

To amend Section 202 by amending definition of Existing Building as follows:

“.....

Existing Building - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy.”

To amend Section 405.1.2 to read as follows:

“405.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.”

To delete Section 405.1.3 in its entirety

To amend Section 406.2 to read as follows:

“406.2 Replacement window opening control devices. In Group R-2 or R-3 buildings containing dwelling units, window opening control devices complying with ASTM F 2090 shall be installed where an existing window is replaced and where all of the following apply to the replacement window

The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit to

less than the area required by Section 1030.2 of the International Building Code.

.....”

To amend Section 406.3 to read as follows:

“406.3 Replacement window emergency escape and rescue openings. Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.5 of the International Building Code provided the replacement window meets the following conditions:

.....”

408.3 Flood hazard areas. *Delete in its entirety.*

To amend Section 409.1 by adding an exception to read as follows:

“.....

Exception: Moved historic buildings need not be brought into compliance with the exception of new construction features required as the result of such movement, including but not limited to foundations and/or other structural elements.”

To amend Section 410.1 by adding an exception to read as follows:

“.....

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.”

To amend Section 410.4.2 by adding Number 7 to the list of requirements as follows:

“.....

1.

.....

7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.”

601.3 Flood hazard areas. *Delete in its entirety.*

To amend Section 602.3 by adding code reference to read as follows:

“602.3 Glazing in hazardous locations. Replacement glazing in hazardous locations shall comply with the safety glazing requirements of the *International Building Code*, *International Energy Conservation Code*, or *International Residential Code* as applicable.”

606.2.4: Flood hazard areas. *Delete in its entirety.*

To amend Section 607.1 to read as follows:

“607.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.”

701.3: Flood Hazard areas. *Delete in its entirety.*

To amend Section 702.6 by adding a code reference to read as follows:

“702.6 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.”

To amend Section 802.1 by adding a code reference to read as follows:

“802.1 General. *Alteration* of buildings classified as special use and occupancy as described in Chapter 4 of the *International Building Code* shall comply with the requirements of Section 801.1 and the scoping provisions of Chapter 1 where applicable.”

To amend Section 803.5.1; Exception to read as follows:

“803.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including *mezzanines, equipment platforms, aisles, stairs, ramps* and landings that are not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.”

To amend Section 804.1 by adding sentence to read as follows:

“.....

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.”

To amend Section 804.2.2, Number 2 Exception to read as follows:

“.....

Exception: Where the building does not have sufficient municipal water supply for design of a fire sprinkler system available to the floor without installation of a new fire pump, fire sprinkler protection shall not be required.”

To amend Section 804.2.5 by changing Exception to read as follows:

“.....

Exception: Supervision is not required where the Fire Code does not require such for new construction.”

To amend Section 804.3 to read as follows:

“804.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. {Delete rest of Section 804.3.}”

To delete Exception 1 under Section 805.2

To delete Number 4 under Section 805.3.1.1;

To amend Section 805.3.1.2 to read as follows:

“805.3.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required an existing fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.”

To amend Section 805.3.1.2.1 to read as follows:

“805.3.1.2.1 Fire Escape access and details - ...

2. Access to a fire escape shall be through a door

....

4. In all building of Group E occupancy up to and including the 12th grade, building of Group I occupancy, boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.”

To delete Section 805.3.1.2.2 in its entirety

To delete Section 805.3.1.2.3 in its entirety.

To add note to Section 805.5.2 Transoms to read as follows:

“B and E occupancies are not included in the list and consideration should be given to adding them depending on existing buildings stock.”

To amend Section 806.2 by adding an exception to read as follows:

“.....

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.”

To amend Section 904.1 by adding sentence to read as follows:

“.....

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.”

To amend Section 904.1 ; add sentence to read as follows:

“904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise building”

Section 1103.5 Flood Hazard areas. Delete in its entirety.

Section 1201.4 Flood hazard areas. Delete in its entirety.

Section 1302.7 Flood hazard areas. Delete in its entirety.

To amend Section 1401.2 to read as follows:

“1401.2 Applicability. Structures existing prior to the date of an approved final inspection issued under a code edition which is at least two published code editions preceding the currently adopted building code; or a change of occupancy”

To amend Section 1401.3.2 to read as follows:

“1401.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the *International Fire Code*.”

To amend Chapter 16 – Referenced Standards to read as follows:

“IECC	Edition as adopted by the State of Texas	International Energy Conservation Code®. . 301.2, 702.6, 708.1, 811.1, 908.1”
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SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to

be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL GAS FUEL CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL GAS FUEL CODE 2015 EDITION BY ADOPTING CHAPTER 6 BUILDING AND REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 9, FUEL GAS CODE, TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Gas Fuel Code 2012 in its entirety and replacing it with International Gas Fuel Code 2015, by adopting Article 6.04, Division 9, Fuel Gas Code to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 9. Fuel Gas Code

Sec. 6.04.401. Adoption of Fuel Gas Code.

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Fuel Gas Code, 2015 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the fuel gas code of the city, for the purpose of regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collections of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 6.04.402 of this Article.

Sec. 6.04.402. Exceptions and Amendments

The Fuel Gas Code adopted in this article shall be subject to the exceptions and amendments to the International Fuel Gas Code, 2015 Edition, as follows:

To amend Section 102.2 by adding an exception to read as follows:

“Exception: Existing dwelling units shall comply with Section 621.2.”

To amend Section 102.8 to read as follows:

“102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.”

To amend Section 306.3 to read as follows:

“306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed through the required opening.

2. Where the passageway is not less than {bulk of section to read the same}.”

To amend Section 306.5 to read as follows:

“306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof *access* need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall {bulk of section to read the same}..... on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). ... {bulk of section to read the same}.”

To amend Section 306.5.1 to read as follows:

“306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.”

To amend Section 306 by adding Section 306.7 with exception and subsection 306.7.1 to read as follows:

306.7 Water heaters in commercial buildings above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

To amend Section 401.5 by adding a second paragraph to read as follows:

“.....

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove""

To amend Section 402.3 by adding an exception to read as follows:

“Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EHD).”

To amend Section 404.12 to read as follows:

“404.12. Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.”

To amend Section 406.1 to read as follows:

“406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.”

To amend Section 406.4 to read as follows:

“406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.”

To amend Section 406.4.1 to read as follows:

“406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa)

(1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.”

To amend by deleting Section 406.4.2 and amend to read as follows:

“406.4.2 Test duration. Test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas a pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than thirty (30) minutes.”

To amend Section 409.1 by adding Section 409.1.4 to read as follows:

“409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.”

To amend Section 410.1 by adding a second paragraph and exception to read as follows:

“.....

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.”

To amend Section 621.2 by adding an exception as follows:

“621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed,

when approved by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE ENERGY CONSERVATION CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE ENERGY CONSERVATION CODE 2015 EDITION BY ADOPTING CHAPTER 6, BUILDING REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 10, ENERGY CONSERVATION CODE; TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the Energy Conservation Code 2012 in its entirety and replacing it with Energy Conservation Code 2015, by adopting Chapter 6 Building Regulations, Article 6.04 Technical and Construction Codes and Standards, Division 10, Energy Conservation Code to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 10. Energy Conservation Code

Sec. 6.04.451 Adoption

For the purpose of regulating and controlling conditions hazardous to public health, safety and welfare from the installation of energy efficient mechanical lighting and power systems the International Energy Conservation Code, 2015 Edition, as amended herein, and the same is hereby incorporated by reference as if fully copied, subject to the exceptions and amendments described in Section 6.04.452 of this Article. That one copy of each volume of such code shall

be kept at all times in the office of the city secretary, together with the exceptions and amendments.

Sec. 6.04.452. Exceptions and Amendments

The energy conservation code adopted in this article shall be subject to the exceptions and amendments to the International Energy Conservation Code, 2015 Edition, as follows:

To amend Section C102/R102 by adding Section C102.1.2 and R102.1.2 to read as follows:

“.....

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency’s Energy Star Program certification of energy code equivalency shall be considered in compliance.

.....

R102.1.2 Alternative compliance. A building certified by a national, state or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency’s Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.”

To amend Section C202 and R202 by adding the following definition:

“.....

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

.....”

To amend Section R202 by adding the following definition:

“.....

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

.....”

To amend Table R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT by amending the WOOD FRAME WALL R-VALUE for CLIMATE ZONE 3 to read as follows:

“ 13 ”

To amend Table R402.1.4 EQUIVALENT U-FACTORS amending the WOOD FRAME WALL U-FACTOR for CLIMATE ZONE 3 to read as follows:

“0.082”

To amend Section R402.3.2 Glazed fenestration SHGC by adding a paragraph and table following the exception to read as follows:

“Where vertical fenestration is shaded by an overhand, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0 – 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.”

To amend Section R402.4.1.2 to read as follows:

“R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in Climate Zone”

To amend Section R402.4.1.2 Testing by adding last paragraph to read as follows:

“.....

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.”

To amend Section R403.3.3 by adding a last paragraph to read as follows:

“.....

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.”

To amend Section C402.2.7/R402.2 by adding Section C402.2.9 and R402.2.14 to read as follows:

“.....

Section C402.2.7/R402.2.14 Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official.”

To amend Section R405.6.2 by adding the following sentence to the end of paragraph:

“.....

Acceptable performance software simulation tools may include, but are not limited to, REM RateTM, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.”

To amend TABLE R406.4 MAXIMUM ENERGY RATING INDEX to read as follows:

**“TABLE R406.4¹
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	65

¹ This table is effective until August 31, 2019

**TABLE R406.4²
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	63

² This table is effective from September 1, 2019 to August 31, 2022

**TABLE R406.4³
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	59

³ This table is effective on or after September 1, 2022”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two

Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL SWIMMING POOL AND SPA CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE 2015 EDITION BY ADOPTING CHAPTER 6, BUILDING REGULATIONS, ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 11, SWIMMING POOL AND SPA CODE; TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Swimming Pool and Spa Code 2012 in its entirety and replacing it with International Swimming Pool and Spa Code, 2015 Edition, by adopting Chapter 6 Building Regulations, Article 6.04 Technical and Construction Codes and Standards, Division 11, Swimming Pool and Spa Code to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 11. Swimming Pool and Spa Code

Sec. 6.04.501 Adoption

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Swimming Pool and Spa Code, 2015 edition, including appendix, as published by the International Code Council, be and is hereby adopted as the existing building code of the city. Each and all of the regulations, provisions, penalties,

conditions and terms of said existing building code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in [section 6.04.502](#) of this article.

Sec. 6.04.502. Exceptions and Amendments

The swimming pool and spa code adopted in this article shall be subject to the exceptions and amendments to the International Swimming Pool and Spa Code, 2015 Edition, as follows:

To amend Section 105.6.4 to read as follows:

“105.6.4 Work without a permit.

105.6.5 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

106.6.6 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law..”

To amend Section 106.7 to read as follows:

“106.7 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of section 110 shall be assessed a fee as established by the city fee schedule.”

To amend Section 106.8 to read as follows:

“106.8 Plan review fee. A plan review fee shall be assessed at 65% of the building permit fee. Plan review fees shall be paid for at time of permit application and construction plans are submitted for review.”

To amend Section 108 to read as follows:

“Section 108. Board of appeals

(a) Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the property standards and appeals board, hereinafter referred to as the “board,” provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal

shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(b) Membership, rules and procedures of the board shall be those as determined by the governing body and state law unless otherwise so stated herein.

(1) The board shall consist of five (5) members and (1) alternate member who are qualified by experience, common knowledge, and/or training to pass upon matters of construction and this code. Members shall be residents of the city and shall be appointed by the city council for a term of two years. Alternates appointed shall serve a one-year term. Vacancies shall be filled by appointment for unexpired terms. Any member may be removed from the board by the city council at will.

(2) Postponed hearing. When a quorum of the board is not present to hear an appeal, the hearing will be postponed. A majority of the members (3) shall constitute a quorum of the board. The act of a majority of the members which a quorum is in attendance shall constitute the act of the board unless the act of a greater number is required by law.

(3) Chairman. The board shall annually select one of its members to serve as chairman.

(4) Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

(c) Notice of meeting. The boards shall meet upon notice from the code official within 20 days of the filing of an appeal, or at stated periodic meetings. Notice of any meeting shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

(d) Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

(e) Board decision. The board shall, only by a concurring vote of a majority of those present either modify the order of the official by granting an extension of time to make all repairs and improvements necessary to meet code requirements, enforce the recommendation of the official, or reverse the decision of the code official.

(1) Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official upon request.

(2) Administration. The code official shall take immediate action in accordance with the decision of the board.

(f) Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and within 30 days following the decision of the board.

(g) Stays of enforcement. Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the board.”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.aa)

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING THE INTERNATIONAL FIRE CODE 2012 EDITION IN ITS ENTIRETY AND REPLACING IT WITH THE ADOPTION OF THE INTERNATIONAL FIRE CODE 2015 EDITION BY ADOPTING CHAPTER 10, ARTICLE 10.04, FIRE CODE; TO PROVIDE FOR THE AMENDMENTS TO THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 10 of the Lancaster Code of Ordinances be, and the same is, hereby repealed the International Fire Code 2012 in its entirety and replacing it with International Fire Code 2015, by adopting Chapter 10, Article 10.04 Fire Code, to provide for the amendments to thereto, which shall read as follows:

“ARTICLE 10.04 FIRE CODE

Sec. 10.04.001. Adoption of Fire Code.

There is hereby adopted for the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion that certain code and standards known as the International Fire Code, 2015 edition, including appendix chapters, as published by the International Code Council, and the same are incorporated by reference herein as if fully copied. One copy of each volume of such code shall be at all times in the office of the city secretary.

Sec. 10.04.002. Exceptions and Amendments

The fire code adopted in this article shall be subject to the exceptions and amendments to the International Fire Code, 2015 Edition, as follows:

To amend Section 101.1; change to read as follows:

“Section 101.1 Title. These regulations shall be known as the Fire Code of Lancaster, Texas hereinafter referred to as ‘this code’”

To amend Section 102.1; change #3 to read as follows:

“.....

3. Existing structures, facilities and conditions when required in Chapter 11 or in specific sections of this code.”
-

To amend Section 105.3.3; change to read as follows:

“105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.”

To amend Section 105.7; by adding Section 105.7.19 to read as follows:

“105.7.19 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.”

To amend Section 202; by amending and adding definitions to read as follows:

“AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ATRIUM. An opening connecting three or more stories...

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware.”

To amend Section 307.1.1 to read as follows:

“307.1.1 Prohibited open burning. Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception:”

To amend Section 307.2 to read as follows:

“307.2 Permit required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.”

To amend Section 307.3 to read as follows:

“307.3 Extinguishment authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.”

To amend Section 307.4 to read as follows:

“307.4 Location. The location for open burning shall not be less than 300 feet 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions:”

To amend Section 307.4.3, by adding exception 2 to read as follows:

“Exceptions:

1.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.”

To amend Section 307.4.4 and 5 by adding section 307.4.4 and 307.4.5 to read as follows:

“307.4.4 Permanent outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.”

To amend Section 307.5 to read as follows:

“307.5 Attendance. *Open burning*, trench burns, bonfires, *recreational fires*, and use of potable outdoor fireplaces shall be constantly attended until the

To amend Section 308.1.4 to read as follows:

“308.1.4 Open-flame cooking devices. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs (5 containers).
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler*

system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs (2 containers).

3.”

To amend Section 308.1.6.2, Exception 3 to read as follows:

“Exceptions:

1.

.....

3. Torches or flame-producing devices in accordance with Section 308.1.3.”

To amend Section 308.1.6.3 to read as follows:

“308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an untethered unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.”

To amend Section 311.5 to read as follows:

311.5 Placards. The *fire code official* is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.”

To amend Section 403.5 to read as follows:

“403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.”

To amend Section 404.2.2 by adding Number 4.10 to read as follows:

“.....

4.10 Fire extinguishing system controls.”

To amend Section 501.4 to read as follows:

“501.4 Timing of installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.”

To amend Section 503.1.1; add sentence to read as follows:

“Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10’) wide unobstructed pathway around the external walls of the structure.”

To amend Section 503.2.1 to read as follows:

“503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.”

To amend Section 503.2.2 to read as follows:

“503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.”

To amend Section 503.2.3; to read as follows:

“503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.”

To amend Section 503.3 to read as follows:

503.3 Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

To amend Section 503.4 to read as follows:

“503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.”

To amend Section 505.1 to read as follows:

“505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.”

To amend Section 507.4 to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.”

To amend Section 507.5.4 to read as follows:

“507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.”

To add new Section 509.1.2 to read as follows:

“509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.”

To amend exception in Section 603.3.2.1 to read as follows:

“.....

Exception: The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356 L) in accordance with all requirements of Chapter 57. *{Delete remainder of Exception}*”

To amend Section 603.3.2.2 to read as follows:

“603.3.2.2 Restricted use and connection. Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.”

To amend Section 604 to read as follows:

“604.1.1 Stationary Generators. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200.

604.1.2 Installation. Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

.....

604.1.9 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

604.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 604.2.1 through 604.2.24 or elsewhere identified in this code or any other referenced code.

.....

604.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

- Covered and Open Malls, Section 907.2.20 and 914.2.3
- Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.
- Special Amusement Buildings, Section 907.2.12.3
- High-rise Buildings, Section 907.2.13
- Atriums, Section 907.2.14
- Deep Underground Buildings, Section 907.2.19

604.2.5

.....

604.2.12 Means of Egress Illumination. Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

604.2.13 Membrane Structures. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6.1. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

.....

604.2.15 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, International Building Code, Section 402.7

Atriums, International Building Code, Section 404.7

Underground Buildings, International Building Code, Section 405.8

Group I-3, International Building Code, Section 408.4.2

Stages, International Building Code, Section 410.3.7.2

Special Amusement Buildings (as applicable to Group A's), International Building Code, Section 411.1

Smoke Protected Seating, Section 1029.6.2.1

604.2.17 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.3.

604.2.18 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

604.2.19 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.

604.2.20 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.

604.2.21 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

604.2.22 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.10, Item 7.

604.2.23 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the International Building Code, Section 421.8.

604.2.24 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

604.3

.....

604.8 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

To amend Section 609.2 to read as follows:

“609.2 Where Required. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the fire code official.

Exceptions:

1. Tents, as provided for in Chapter 31.
2.

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.12.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.”

To amend Section 704.1; change to read as follows:

“704.1 Enclosure. Interior vertical shafts, including but not limited to *stairways*, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the *International Building Code*.”

To amend Section 807.3 to read as follows:

“807.3 Combustible Decorative Materials. In occupancies in Groups A, E, I, and R-1, and dormitories in Group R-2, curtains, draperies, fabric hangings and other similar combustible decorative materials suspended from walls or ceilings shall comply with Section 807.4 and shall not exceed 10 percent of the specific wall or ceiling area to which they are attached.”

To amend Section 807.5.2.2 and 807.5.2.3 to read as follows:

“807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.”

To amend Section 807.5.5.2 and 807.5.5.3 to read as follows:

“807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.”

To amend Section 901.6.1 by adding Section 901.6.1.1 to read as follows:

“901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be back flushed when foreign material is present, and also hydrostatically tested for all FDC’s on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC’s as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as “Fifth Year” for Type of ITM, and the note on the back of the tag shall read “5 Year Standpipe Test” at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.”

To amend Section 901.6 by adding Section 901.6.3 to read as follows:

“901.6.3 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.”

To amend Section 901.7 to read as follows:

“901.7 Systems out of service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service.”

To amend Section 901.8.2 to read as follows:

“901.8.2 Removal of Occupant-use Hose Lines. The fire code official is authorized to permit the removal of occupant-use hose lines and hose valves where all of the following conditions exist:

1. The hose line(s) would not be utilized by trained personnel or the fire department.
2. If the occupant-use hose lines are removed, but the hose valves are required to remain as per the fire code official, such shall be compatible with local fire department fittings.”

To amend Section 903.1.1 to read as follows:

“903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.”

To amend Section 903.2 by adding a paragraph to read as follows:

“

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating ‘ELEVATOR MACHINERY – NO STORAGE ALLOWED.’”

To delete exception in Section 903.2.

To amend Section 903.2.9 by adding Section 903.2.9.3 to read as follows:

“903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.”

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.3 Buildings 55 Feet or more in Height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the International Building Code, located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1. Open parking structures in compliance with Section 406.5 of the International Building Code, having no other occupancies above the subject garage.

2. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

To amend Section 903.3.1.1.1 to read as follows:

“903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers

shall not be required in the following rooms or areas where such because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire- resistance rating of not less than 2 hours.
4. Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.”

To add Section 903.3.1.2.3 to read as follows:

“Section 903.3.1.2.3 Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.”

To amend Section 903.3.1.3 to read as follows:

“903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1 and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.”

To add Section 903.3.1.4 to read as follows:

“903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly

to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and

2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and

3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.”

To amend Section 903.3.5 by adding a second paragraph to read as follows:

“.....

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.”

To amend Section 903.4 by adding a second paragraph after the exceptions to read as follows:

“.....

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.”

To amend Section 903.4.2 by adding second paragraph to read as follows:

“The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.”

To amend Section 905.2 to read as follows:

“905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.”

To amend Section 905.3 by adding Section 905.3.9 and exception to read as follows:

“905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building’s interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.”

To amend Section 905.4, Item 1, 3, and 5, and add Item 7 to read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2.
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a

4.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way-a hose connection ~~shall be located~~ to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6.
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200’) intervals along major

corridors thereafter, or as otherwise approved by the fire code official.”

To amend Section 905.9 by adding a second paragraph after the exceptions to read as follows:

“

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.”

To amend Section 907.1 by adding Section 907.1.4 and 907.1.4.1 to read as follows:

“907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.”

To amend Section 907.2.1 to read as follows:

“907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3. 10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception:

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.”

To amend Section 907.2.3 to read as follows:

“907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section

907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1.
 - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
2.”

To amend Section 907.2.13 by amending Exception 3 to read as follows:

- “1.
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.”

To amend Section 907.4.2 by adding Section 907.4.2.7 to read as follows:

“907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.”

To amend Section 907.6.1 by adding Section 907.6.1.1 to read as follows:

“907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one-foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or

less.”

To delete all the exceptions in Section 907.6.3.

To amend Section 907.6.6 by adding a sentence at end of paragraph to read as follows:

“

See 907.6.3 for the required information transmitted to the supervising station.”

To add Section 909.22 to read as follows:

“909.22 Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter’s smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.”

909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation Systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and

to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.21.1.2 Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

To amend Section 910.2 by changing Exception 2. and 3.to read as follows:

“1.

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.”

To amend Section 910.2 by adding subsections 910.2.3 with exceptions to read as follows:

“910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.”

To amend Section 910.3 by adding section 910.3.4 to read as follows:

“910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.”

To amend Section 910.4.3.1 to read as follows:

“910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the

floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.”

To amend Section 910.4.4 to read as follows:

“910.4.4 Activation. The mechanical smoke removal system shall be activated only automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.”

To amend Section 912.2 by adding Section 912.2.3 to read as follows:

“912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.”

To amend Section 913.2.1 by adding a second paragraph and exception to read as follows:

“

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.”

To amend Section 914.3.1.2 to read as follows:

“914.3.1.2 Water Supply to required Fire Pumps. In buildings that are more than 420 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception:”

By adding Section 1006.2.2.6 to read as follows:

“1006.2.2.6 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.”

To add Exception 4 in Section 1009.1 to read as follows:

“

Exceptions:

1.

.....

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.”

To amend Section 1010.1.9.4 by amending Exceptions 3 and 4 to read as follows:

“

Exceptions:

1.

.....

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. {Remainder unchanged}

4. Where a pair of doors serves a Group A, B, F, M or S occupancy

To amend Section 1015.8 by changing number 1 to read as follows:

“

1. Operable windows where the top of the sill of the opening is located more than 55 (1676 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

.....”

To Amend Section 1020.1 by adding Exception 6 to read as follows:

“

1.

.....

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.”

By deleting Section 1029.1.1.1 in its entirety

To amend Section 1031.2 to read as follows:

“1031.2 Reliability. Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.”

To amend Section 1103.3 by adding sentence to end of paragraph as follows:

“

Provide emergency signage as required by Section 607.3.”

To amend Section 1103.5 by adding Section 1103.5.1 to read as follows:

“

1103.5.1 Group A-2. Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.”

To amend Section 1103.7 by adding Section 1103.7.8 and 1103.7.8.1 to read as follows:

“1103.7.8 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.8.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.”

To amend Section 2304.1 to read as follows:

“2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.”

To delete Section 2401.2 in its entirety

To amend footnote (j) under Table 3206.2 to read as follows:

“

.....

j. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.”

To amend Section 3310.1 by adding sentence to end of paragraph to read as follows:

“

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time at which construction has progressed beyond completion of the foundation of any structure.”

To amend Section 5601.1.3 to read as follows:

“5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.”

To amend Section 5703.6 by adding a sentence to read as follows:

“5703.6 Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.”

To amend Section 5704.2.9.5 and by adding Section 5704.2.9.5.3 to read as follows:

“5704.2.9.5 Above-ground Tanks Inside of Buildings. Above-ground tanks inside of buildings shall comply with Section 5704.2.9.5.1 and 5704.2.9.5.2 through 5704.2.9.5.3.

5704.2.9.5.1

5704.2.9.5.2

5704.2.9.5.3 Combustible Liquid Storage Tanks Inside of Buildings. The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section

5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;
2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an automatic sprinkler system complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an approved closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.”

To amend Section 5704.2.11.4 by adding a sentence to read as follows:

“5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.”

To amend Section 5704.2.11.4.2 to read as follows:

“5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.”

To amend Section 5704.2.11.4 by adding Section 5704.2.11.4.3 to read as follows:

“

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank

excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.”

To amend Section 6103.2.1 by adding Section 6103.2.1.8 to read as follows:

“

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.”

To amend Section 6104.2 by adding an exception 2 to read as follows:

“Exceptions:

1.
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.”

To amend Section 6104.3 by adding Section 6104.3.2 to read as follows:

“

6104.3.2 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.”

To amend Section 6107.4 and 6109.13 to read as follows:

“6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure

or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 10th day of April, 2017.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.gd)