



City of Abilene City Council Agenda

Shane Price, Council Member
Bruce Kreidler, Council Member
Kyle McAlister, Council Member
Robert Hanna, City Manager

Norm Archibald, Mayor

Anthony Williams, Mayor Pro-tem
Jay Hardaway, Council Member
Steve Savage, Council Member
Stanley Smith, Interim City Attorney
Danette Dunlap, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on **Thursday, January 14th, 2016 at 8:30 a.m.** at City Hall – Council Chambers, Second Floor, 555 Walnut Street, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. **CALL TO ORDER**
2. **INVOCATION – Councilman Shane Price**
3. **PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG**
4. **PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**
National Mentoring Month Proclamation 2016
5. **MINUTES** – Approval of the minutes from the Regular Called Meeting December 17th, 2015.
6. **CONSENT AGENDA** - All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
 1. **Resolution:** In support of a submission of an application to the Housing Tax Credit (HTC) Program through the Texas Department of Housing and Community Affairs (TDHCA) by 302 N. Mockingbird Housing, LP (MH LP) for the project known as “Mockingbird Trails.” (*Schoening*)
 2. **Ordinance:** (*First Reading*) An Ordinance Adopting the 2014 National Electrical Code, with Local Amendments, and calling a Public Hearing for 1/28/16. (*Sartor*)
7. **REGULAR AGENDA – ORDINANCES & PUBLIC HEARINGS – RESOLUTIONS**
 1. **Resolution:** Confirmation of Fire Chief. (*Hanna*)
 2. **Resolution:** Authorizing the City Manager to execute an agreement with Eikon Consulting Group, LLC. in the amount of \$557,250.00 for the design of the new Aquatics Center. (*Andrews*)
 3. **Resolution:** Authorizing a New Water Supply Contract with the City of Buffalo Gap. (*Taylor*)
 4. **Resolution:** Authorizing a New Water Supply Contract with the Tuscola-Taylor County WCID No. 1 (*Taylor*)
 5. **Resolution:** Authorizing the City Manager to execute Addendum 1 to the Water Supply Contract with the City of Lawn. (*Taylor*)
 6. **Resolution:** Authorizing a Change Order to the Contract with Pepper Lawson Waterworks LLC. for the Ivie Intake Pump Station Floating Pump Station. (*Taylor*)
 7. **Resolution:** Public Safety Technology Software Purchase for Police Department & Fire Department (*Wrenn/Bell*)
 8. **Ordinance & Public Hearing:** (*Final Reading*) Amend Chapter 11, Article 1, Section 11-3 & Section 11-4, Regulation of Food Establishments to conform with Texas Administrative Code, Chapter 228 & Chapter 229 (*Schoening*)
 9. **Ordinance & Public Hearing:** (*Final Reading*) **CUP-2015-03** A request from Day Nursery, Inc., agent Catrena Browning, for a Conditional Use Permit to allow for a “Social Service Facility” on property zoned RS-6 (Single Family Residential) & MF (Multi-Family Residential) located at 1142 & 1202 Ash Street (*Bryner*)

10. Ordinance & Public Hearing: (*Final Reading*) **TC-2015-06** A request from Morgan Green, agent Enprotec, Hibbs & Todd, to abandon an unpaved segment from the south margin to the right-of-way of N. 16th and extending 140 feet east from Pine Street (***Bryner***)

11. Oral Resolution: Adopting a policy establishing criteria for the use of pro-rata funds for residential development. (***Hanna***)

8. EXECUTIVE SESSION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney) see list below, 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters) see list below, 551.087 (Business Prospect/Economic Development), and 551.076 (Deliberations about Security Devices)

9. RECONVENE

Any action if needed from Executive Session.

10. REGULAR AGENDA ITEMS

1. Oral Resolution: Discussion and possible action related to annual performance evaluations of City Manager, City Attorney, City Secretary and Municipal Judge.

2. Resolution: Appointing members to various Boards and Commissions per City Charter. (***Dunlap***)

3. Resolution: Discussion and possible action for the appointment of Assistant City Attorney. (***Smith***)

11. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Danette Dunlap, City Secretary, at 325-676-6202.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of January, 2016, at _____.

Danette Dunlap, City Secretary

EXECUTIVE SESSION

(Litigation/Consultation with Attorney) Section 551.071

The following pending litigation subjects which may be discussed are:

- 1) City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
- 2) Tammy Cass, et al. v. City of Abilene, et al.; No. 1:13-CV-00177-C; In the United States District Court, Northern District of Texas, Abilene Division, filed October 24, 2013
- 3) Joyce Janette Riddle v. City of Abilene; Cause No. 48519-A; 42nd Judicial District Court, Taylor County, Texas, served October 31, 2013
- 4) Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
- 5) Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court 2015
- 6) Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015

(Personnel) Section 551.074

City Council may consider appointment, employment, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members. The following Boards and Commissions may be discussed:

Abilene Economic Development Company, Inc.	Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation	
Abilene-Taylor County Events Venue District	Board of Adjustments
Board of Building Standards	Civic Abilene, Inc.
Civil Service Commission	Development Corporation of Abilene, Inc.
Friends of Safety City Board	Frontier <i>Texas!</i> Board of Directors
Abilene Housing Authority	Landmarks Commission
Library Board	Local Redevelopment Authority
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals	
Mental Health-Mental Retardation Board of Trustees	
9-1-1 Emergency Communications District Board of Managers	Parks & Recreation Board
Planning and Zoning Commission	Taylor County Appraisal District
West Central Texas Municipal Water District	

(Real Property) Section 551.072
(Business Prospect/Economic Development) Section 551.087
(Deliberations about Gifts and Donations) Section 551.073
(Deliberations about Security Devices) Section 551.076

**CITY COUNCIL MEETING
December 17th 2015, at 8:30 a.m.**

**CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL**

The City Council of the City of Abilene, Texas met in Regular Session on December 17th 2015, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Archibald was present and presiding with Councilmen Shane Price, Bruce Kreitler, Anthony Williams, Jay Hardaway, Kyle McAlister and Steve Savage. Also present were City Manager Robert Hanna, Interim City Attorney Stanley Smith, City Secretary Danette Dunlap, and various members of the City staff.

Councilman Savage gave the invocation.

Mayor Archibald introduced Olivia Six who is a 5th grade student at Bassetti Elementary School. Olivia led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

RECOGNITION

Mayor Archibald recognized Cynthia Pearson with Day Nursery of Abilene who wanted to thank the City Staff for helping them to apply for grant funds through CDBG that has provided new playground equipment for the children at the Sherry Lane location.

DISPOSITION OF MINUTES

5.0 Mayor Archibald stated Council has been given the minutes from the December 3rd Regular Meeting there being no deletions, no additions, and no corrections. Councilman Savage made a motion to approve the minutes as presented. Councilman Williams seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Williams, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None

CONSENT AGENDA

Councilman Kreitler pulled items 6.2 and 6.3. Councilman Savage pulled items 6.4 and 6.6. Councilman Hardaway made the motion to approve items 6.1, 6.5 and 6.7 as presented by staff. Councilman Price seconded the motion. Motion carried.

AYES: Councilmen Price, Kreitler, Williams, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None
ABSTAIN: Mayor Archibald and Councilman Williams declared a conflict on item 6.5

Resolutions:

6.1 **Resolution:** City Council awarded the Bid for #CB-1613 - Solid Waste, 300 Gallon Automated Refuse Containers to Rotational Molding Inc. in the amount of \$147,420.00.

This bid is for annual purchase of 300-gallon automated refuse containers to replenish inventory due to new housing starts and to replace worn-out and damaged containers. The bid is for 300-gallon automated Poly refuse containers. Advertisements were published on November 16, 2015 and November 23, 2015. Three (3) bid packages were sent out with Three (3) bids received. The bids were opened on December 1, 2015.

Resolution: **#82-2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED BID TO ROTATIONAL MOLDING INC. (RMI), GARDENA, CA.

- 6.2 **Resolution:** Award of Bid **CB-1614** - Solid Waste, 95 Gallon Carts. *Pulled from consent by Councilman Kreidler.*

Ordinances:

- 6.3 **Ordinance:** (*First Reading*) Amend Chapter 11, Article 1, Section 11-3 & Section 11-4, Regulation of Food Establishments to conform with Texas Administrative Code, Chapter 228 & Chapter 229; and setting a public hearing for January 14, 2016. *Pulled from consent by Councilman Kreidler.*
- 6.4 **Ordinance:** (*First Reading*) **CUP-2015-03** A request from Day Nursery, Inc., agent Catrena Browning, for a Conditional Use Permit to allow for a "Social Service Facility" on property zoned RS-6 (Single Family Residential) & MF (Multi-Family Residential) located at 1142 & 1202 Ash Street; and setting a public hearing for January 14, 2016. *Pulled from consent by Councilman Savage.*
- 6.5 **Ordinance:** (*First Reading*) **TC-2015-06** A request from Morgan Green, agent Enprotec, Hibbs & Todd, to abandon an unpaved segment from the south margin to the right-of-way of N. 16th and extending 140 feet east from Pine Street; and setting a public hearing for January 14, 2016.

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING

- 6.6 **Oral Resolution:** Adopting a Fleet Replacement Policy for the City *Pulled from consent by Councilman Savage*
- 6.7 **Resolution:** Overland Property Group Resolution of Support for Housing Tax Credit Application.

The Overland Property Group is applying for Housing Tax Credits through the Texas Department of Housing and Community Development to develop and construct a 36-40 unit facility for affordable senior housing. Estimated cost of the project is \$6-8M. The proposed site, located at Memorial Drive and Preston, is zoned adequately as GR and has adequate water and sewer capacity.

This project will provide 24 one-bedroom and 12 two-bedroom units. All required amenities will be provided including, a full kitchen, energy star appliances, washer and dryer, access to a community room, fitness room, dining area and business center.

The majority of units will qualify for the 60% income category with several in the 40-50% income group.

This project meets the stated goals and objectives of the 2015-2019 Consolidated Plan and the Land Use Plan.

Resolution: **#84-2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY OVERLAND PROPERTY GROUP (OPG) LAKEVIEW PARTNERS, LLC FOR THE PROJECT KNOWN AS "THE RESERVES AT LAKEVIEW".

ITEMS PULLED FROM CONSENT

- 6.2** **Resolution:** Award of Bid **CB- 1614** - Solid Waste, 95 Gallon Carts. *Pulled from consent by Councilman Kreitler.*

Councilman Kreitler had questions regarding the type of containers: square vs round containers. Currently round containers are not available.

Citizen Doug Offermann inquired into how long the containers last. Michael Rice Director of Public Works addressed the questions. Discussion included: 1) lasting approximately 10 years; 2) this is an annual purchase; 3) had issues with another brand and have changed vendor; and 4) these have a 10 year warranty.

This bid is for annual purchase of 95-gallon automated refuse containers to replenish inventory due to new housing starts and to replace worn-out and damaged containers. The bid is for 95-gallon automated Poly refuse containers. Advertisements were published on November 16 and November 3, 2015. Three (3) bid packages were sent out with Three (3) bids received. The bids were opened on December 1, 2015.

Councilman Kreitler made the motion to approve the purchase of 95 gallon carts from Rehrig Pacific Co. in the amount of \$69,948.00. Councilman Hardaway seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Williams, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None

Resolution: **#83-2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARING BID TO REHRIG PACIFIC COMPANY, DALLAS, TEXAS.

- 6.3** **Ordinance:** (*First Reading*) Amend Chapter 11, Article 1, Section 11-3 & Section 11-4, Regulation of Food Establishments to conform with Texas Administrative Code, Chapter 228 & Chapter 229; and setting a public hearing for January 14, 2016. *Pulled from consent by Councilman Kreitler.*

Council and staff discussion included: 1) like a list of differences in the ordinance; and 2) will this effect food trucks.

Councilman Price made the motion to approve the first reading of the Ordinance to amend Chapter 11, Article 1, Section 11-3 & Section 11-4, Regulation of Food Establishments to conform with Texas Administrative Code, Chapter 228 & Chapter 229; and setting a public hearing for January 14, 2016. Councilman Hardaway seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Williams, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 11, ARTICLE I, SECTION 11-1, "PURPOSE; SCOPE," SECTION 11-3, "ADOPTED", SECTION 11-4 "APPEALS, CITY MANAGER; TEXAS DEPARTMENT OF HEALTH; GENERALLY", ARTICLE II, SECTION 11-6, "ISSUANCE", SECTION 11-8, "TERM; TRANSFER; RENEWAL", SECTION 11-9, "REVOCATION OR SUSPENSION; REINSTATEMENT", ARTICLE III SECTION 11-12, "PERMIT

REQUIRED”, SECTION 11-13, “REQUIREMENTS”, AND SECTION 11-14, “ISSUANCE” OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

- 6.4** **Ordinance:** (*First Reading*) **CUP-2015-03** A request from Day Nursery, Inc., agent Catrena Browning, for a Conditional Use Permit to allow for a “Social Service Facility” on property zoned RS-6 (Single Family Residential) & MF (Multi-Family Residential) located at 1142 & 1202 Ash Street; and setting a public hearing for January 14, 2016. *Pulled from consent by Councilman Savage.*

Councilman Savage had concerns regarding the grease trap for this site location.

Councilman Hardaway made the motion to approve the first reading of an Ordinance for **CUP-2015-03** A request from Day Nursery, Inc., agent Catrena Browning, for a Conditional Use Permit to allow for a “Social Service Facility” on property zoned RS-6 (Single Family Residential) located at 1142 & 1202 Ash Street, and setting a public hearing for January 14, 2016. Councilman Savage seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hardaway, McAlister, Savage and Mayor Archibald

NAYS: None

ABSTAINED: Councilman Williams

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY AND CALLING A PUBLIC HEARING

- 6.6** **Oral Resolution:** Adopting a Fleet Replacement Policy for the City *Pulled from consent by Councilman Savage*

Council and Staff discussion included: 1) this is a guide for future actions as it relates to fleet purchases; 2) provides trigger points and guidelines; 3) sister cities comparison; 4) break out some of the classifications; 5) CityLink buses; 6) seasonally or availability; and 7) used, instead of new.

Mayor Archibald made the motion to TABLE the Fleet Replacement Policy to the last meeting in January. Councilman Williams seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Williams, Hardaway, McAlister, Savage and Mayor Archibald

NAYS: None

REGULAR ITEMS

- 7.1** Robert Hanna, City Manager and Stan Standridge Chief of Police, briefed the council on the Vehicles for Hire ordinance and how the ordinance relates to Transportation Network Companies. (Uber)

Current Ordinance Provisions (Article IV, Sections 31.48 and 31.50)

- Permits can be denied or revoked based on:
 - Materially false statements
 - Criminal history, including known investigations that may not have been adjudicated
 - Traffic record
 - Not licensed in Texas

Uber Provisions

- APD does not get final approval on drivers
- APD could identify which background check provider Uber uses, but the identified company will conduct their own inquiries
- This company, per Uber, must possess a PI license in the State of Texas

The Difference...

- Uber drivers will not be vetted through APD's records management system
- Persons who have been indicted for serious offenses will not be identified by Uber
- Persons involved in ongoing, serious investigations will not be identified by Uber
- Uber is willing to consider arrests that we bring to their attention

Council and Staff discussion included: 1) Public safety issues – would want them vetted; 2) equal playing field for taxi drivers and uber drivers; 3) disrespect for the laws in the City by Uber as they have been operating in the city without a permit; 4) market demand; 5) insurance questions; 6) concerns for the safety of the citizens of Abilene; and 7) continue to engage and review what other cities are doing in regards to the Transportation Network Companies.

Item was for discussion only and to hear the concerns of council and staff.

7.2 Lesli Andrews Interim Director of Community Services, briefed the council on the ordinance to amend Chapter 22-2 Intoxicating Beverages Prohibited at the Abilene Zoo.

Chapter 22-2 of the City of Abilene Code of Ordinances states that no person shall bring or carry or have in his possession within any public park in the City any intoxicating beverage. In 2010 the City Council approved allowing intoxicating beverages within the Abilene Zoological Gardens at an invitation only fund raising event. There have been multiple organizations that have recently petitioned the City to amend our current policy for special events. The attached ordinance was developed through research of our ten comparison cities, requests of local organizations, and Parks and Recreation Board.

The proposed ordinance would allow the ability to sell or serve intoxicating beverages within the perimeter fence of the Abilene Zoological Gardens, within the perimeter fence of the Festival Gardens, or within the perimeter fence of the softball fields at Grover Nelson Park with a permit granted by the Parks and Recreation Board. The proposed ordinance removes the restriction of being an invitation only fund raising event. It also reduces the written notice to the Parks and Recreation Board from 90 days to no less than 60 days. A minimum of one security person on site per 100 occupants in addition to the caterer's personnel is required. The ordinance limits the hours of operation to between 6:00 p.m. and 12:01 a.m. (midnight) unless extended by the Parks and Recreation Board. The selected beverage providers must be on the Community Services approved concessionaire list and meet all City insurance, zoning, food service, building and other code requirements. All Texas Alcohol Beverage Commission (TABC) rules and regulations must also be met for approval.

SPECIAL CONSIDERATIONS

The City Council requested that an amended draft ordinance be developed that would give City Staff the approval rights for permits while the Parks Board would hear the appeal of any permits denied by staff. The amended draft also decreases the notice time to apply for a permit from 60 to 30 days. Both these changes will streamline the experience for those seeking a permit for these events.

STAFF RECOMMENDATION

Staff recommends approval of the changes of the City of Abilene Code of Ordinances Chapter 22-2

BOARD OR COMMISSION RECOMMENDATION

The City of Abilene Parks and Recreation Board approved the changes to the City of Abilene Code of Ordinances Chapter 22-2 at the board meeting on November 17, 2015.

Council and Staff discussion included: 1) softball games and alcohol issues; 2) Children playing at Fort Imagination and the splash pad; 3) private events; 4) concession stands; and 5) security.

Mayor Archibald opened the public hearing and council heard from:

- Rachel Saxton – against the ordinance change
- Betty Hukill – Abilene Zoological Society Board – for the change
- Ernie Kite – had concerns about the change
- Jim Barr – for the change
- Jacob Weekwerth – Taylor Alliance for Prevention Coordinator – against
- Nanci Liles – Abilene Convention and Visitors Bureau – for the change
- Gary Grubbs – Parks Board – for the change
- Winston Ohlhausen – against the change

There being no one else present and desiring to be heard the public hearing was closed.

Councilman Williams made the motion to approve the ordinance to amend Chapter 22-2 Intoxicating Beverages Prohibited at the Abilene Zoo – excludes the softball fields and allow for City Staff to have approval rights and allow for 30 days on the permit side. Councilman Hardaway seconded the motion, motion carried.

AYES: Councilmen Williams, Hardaway, McAlister, Savage and Mayor Archibald

NAYS: Councilmen Price and Kreidler

Ordinance: # **61 -2015**

AN ORDINANCE AMENDING CHAPTER 22 SECTION 22-2 OF THE CODE OF THE CITY OF ABILENE BY AMENDING THE SECTION AS SET OUT BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

Councilman Williams had to leave the meeting.

7.3 Lesli Andrews Interim Director of Community Services, briefed the council on the Resolution authorizing the City Manager to execute an amendment to the on-demand contract, not to exceed \$76,000, with Jacob & Martin, LLC, for engineering services for two splash pads.

On May 9, 2015, voters approved Proposition 7 which allowed the issuance of \$2,500,000 in General Obligation Bonds for the construction of four new splash pads. This item is for an amendment to the Jacob and Martin, LLC. on demand contract for professional services related to engineering and construction administration for two splash pads. The splash pads will be located at Stevenson and Scarborough Parks. Staff plans to bring a contract to the City Council for the construction of the two splash pads in January 2016. The two splash pads at Sears and Redbud Parks are scheduled for 2018.

Councilman Price made the motion to approve the Resolution authorizing the City Manager to execute an amendment to the on-demand contract, not to exceed \$76,000, with Jacob & Martin, LLC, for engineering services for two splash pads. Councilman Hardaway seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None

Resolution: **#85-2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE ON DEMAND CONTRACT WITH JACOB AND MARTIN LLC. FOR ENGINEERING SERVICES FOR TWO SPLASH PADS.

7.4 Ken Dozier Fire Chief, briefed the council on the Resolution to authorize the City Manager to enter into an Exclusive Rights Contract for Ambulance Services.

A Request for Proposal (RFP) for Emergency Medical Services/Ambulance Services was issued on October 16, 2015. The City received three (3) responsive proposals. Based upon the overall ranking by the selection committee, the City entered into contract negotiations with the selected proposer. The item before the City Council is a request to approve the Exclusive Right Contract for Ambulance Service that has resulted from the above mentioned process.

MetroCare/AMR was selected as the top ranked proposer from the RFP process. The contract for services will include a continuation and an enhancement of the services currently provided by MetroCare. The contract will specify the details of the exclusive rights franchise contract. This contract includes the following items:

- A five (5) year contract term
- A fleet requirement of 12 units with a maximum age of 5 years or 150,000 miles (whichever comes first).
- This fleet requirement also stipulates that units used for emergency transports will be Type I or Type III units. (Note: These are the larger "box" type ambulances. The smaller van type units, Type II ambulances, are allowed for non-emergency transfers.)
- There will be a minimum of 5 Mobile Intensive Care Units (MICUs) staffed 24/7 for 911 calls within the city limits. The unit hour requirement will be a minimum of 1008 hours per week. This will result in an average of 6 MICUs in service for emergency responses.
- There will be \$20,000 per year in First Responder aid to be used for Abilene Fire Department EMS training.
- The Franchisee will provide a minimum of 13 annual licenses for electronic patient care reporting software.
- The initial Average Patient Charge (APC) will remain at the current rate.

SPECIAL CONSIDERATIONS

This contract for ambulance services will correspond to Ordinance 50-2015 that was passed by City Council on October 8, 2015.

FUNDING/FISCAL IMPACT

The proposed rate (average patient charge) will remain unchanged from the current approved fee schedule. This contract does not require a subsidy from the City. It will be funded through user fee revenue, billed and collected by the franchisee.

STAFF RECOMMENDATION

Staff recommends approval.

Council and Staff discussion included: 1) standby service; 2) mobile command center; 3) mutual aid

responses; and 4) contracts have plus and minuses.

Councilman Price made the motion to approve the Resolution authorizing the City Manager to enter into an Exclusive Rights Contract for Ambulance Services with MetroCare/AMR. Councilman Kreitler seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hardaway, McAlister, and Savage
NAYS: Mayor Archibald

7.5 Kent Sharp, CEO of the Development Corporation of Abilene, briefed the council on the FY15 Annual Report.

Fiscal year 2014-2015 was a very good year for the Development Corporation of Abilene (DCOA). Throughout our twenty-five year history the DCOA has helped companies and organizations create thousands of jobs and invest hundreds of millions of dollars into the Abilene community. We are happy to announce several new projects being added to our roster of successes.

A \$2.5 million project to expand hangar 1 at the Abilene Regional Airport used by Eagle Aviation Services to accommodate the new Embraer 175 regional jet, which is much larger than the current Embraer 145RJ. This addition allows Eagle Aviation to continue its superior service to Envoy, the regional affiliate to American Airlines, as well as maintain its 450 good jobs in Abilene.

In partnership with Texas Tech University Health Sciences Center and other local organizations, the DCOA was able to provide an incentive for construction of the new TTUHSC School of Public Health in Abilene. The new school will be the fourth on the Abilene campus, joining the Schools of Pharmacy, Nursing and Biomedical Sciences. The DCOA joined with area high schools, Cisco College and Workforce Solutions of West Central Texas to create a much needed industrial workforce training program. Each year area high school students will be enrolled in classes to provide education and training in industrial plumbing, HVAC, electrical, welding and industrial maintenance, with opportunities for possible paid internships with local employers. After graduation from high school these students will have the advanced skills needed to apply for jobs with good wages in the industrial workforce of Abilene.

An incentive package was approved for Coca Cola Refreshments to allow the company to expand their production in Abilene by increasing the manufacturing technology inside the local plant. This \$32 million capital expenditure by Coca Cola Refreshments will help keep the Abilene plant competitive with other U.S. plants under the Coca Cola umbrella.

A private sector win for Abilene was the announcement of Prairie Dog Pet Products choosing Abilene as the site for their new \$30 million manufacturing and processing facility. Abilene competed with ten other states and over a dozen cities for this project. The company will not only invest millions in the new facility, but will also create over 200 new jobs when fully operational.

As I look back over my first year in Abilene, I am proud of our efforts to enhance economic development in Abilene. I would be remiss if I did not take this opportunity to thank all of our partners for their outstanding dedication to this process. Develop Abilene is a team sport and the players include the DCOA, America's Small Business Development Center, Abilene Industrial Foundation, Abilene Chamber of Commerce, City of Abilene, Workforce Solutions of West Central Texas, as well as local school districts and our local institutions of higher education.

Councilman Savage made the motion to accept the FY 2015 Annual Report from the Development Corporation of Abilene, Inc. Councilman Price seconded the motion, motion carried.

AYES: Councilmen Price, Kreitler, Hardaway, McAlister, Savage and Mayor Archibald
NAYS: None

EXECUTIVE SESSION

Mayor Archibald recessed the Council into Executive Session at 12:39 pm pursuant to Sections 551.071, 551.074, 551.072 and 551.087 of the Open Meetings Act, to seek the advice of the City Attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officers, to consider the purchase, exchange, lease or value of real property, and to discuss contemplated business prospects and or economic development matters.

The Council reconvened in Open Session at 3:32 pm and reported no votes or action was taken in Executive Session in regards Personnel Section 551.074, Business Prospect/Economic Development Section 551.087 and Litigation/Consultant City Attorney Section 551.071.

10.1 Oral Resolution: Discussion and possible action related to annual performance evaluations of City Manager, City Secretary, City Attorney and Municipal Judge.

No action taken on performance evaluations.

There being no further business the meeting was adjourned at 3:32 pm.

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director of Planning and Development Services

SUBJECT: Resolution: In support submission of an application to the Housing Tax Credit (HTC) Program through the Texas Department of Housing and Community Affairs (TDHCA) by 302 N. Mockingbird Housing, LP (MH LP) for the project known as "Mockingbird Trails." (*Schoening*)

GENERAL INFORMATION

City Council adopted the Goals and Objectives pursuant to the preparation of its 2015-2019 Consolidated Plan for Community Planning and Development following public hearings and the receipt of comments on housing and community development needs and funding requests within the City. One of the objectives of the 2015-2019 Consolidated Plan is to increase the availability, financial accessibility and support of affordable and subsidized housing rental units.

MH LP, a development partnership between the Abilene Housing Authority and DMA Development Co, LLC, is applying for tax credits through the Housing Tax Credit (HTC) Program with Texas Department of Housing and Community Affairs (TDHCA). The proposed \$11.5 million project will be located at 302 Mockingbird, currently the Riviera Housing Apartments and the Claystone Apartments. The project will be 84 units of one- to four-bedroom units. Two units will be market rate rents with 82 units ranging from 30%-60% of the Area Median Family Income (AMFI). A total of 5 units will be mobility accessible and include two for hearing/visual impaired residents.

Amenities will include: a full appliance package, washer/dryer hook-ups; a community room with warming kitchen for gatherings, resident meetings and special social events; a business center where residents can utilize computers to access the Internet; a fitness room; children's activity room; two playgrounds; picnic tables and BBQ grills; laundry facilities. Services provided onsite at no cost to the residents may include social and educational activities, after-school programs and information/referral services.

There are many amenities in this area, including public transportation, schools, library, childcare facilities, banking, grocery stores and retail businesses. Existing water and sewer infrastructure is sufficient, but requires updates and upgrades for new development. After the award of tax credits, developer will proceed with rezoning, platting and site plan, as required by the City of Abilene.

HTC applicants are required to provide letters or resolutions showing community support for the project; local funding/in-kind contributions; approval for MH LP to apply for State HOME funds and an affirmation of a formal community revitalization plan. There are no neighborhood associations in the general area.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

The support stated herein includes in-kind match in the form of fee waivers and upgrades of infrastructure.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2016 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY 302 N. MOCKINGBIRD HOUSING, LP (MH LP) FOR THE PROJECT KNOWN AS “MOCKINGBIRD TRAILS”.

WHEREAS, the City Council of the City of Abilene has adopted the 2004 Comprehensive Plan reflecting the goals, objectives and strategies for the long-range development of the municipality and the recommendations for growth, improvement and beautification of the city; and

WHEREAS, the City Council of the City of Abilene has adopted the Goals and Objectives for its 2015-2019 Consolidated Plan for Community Planning and Development following public hearings and the receipt of comments on housing and community development needs and funding requests within the City; and

WHEREAS, the primary objective of the Community Planning and Development Program is to develop a viable urban community, including decent, safe, affordable housing and a suitable living environment, and to expand economic opportunities for persons of low- and moderate income; and

WHEREAS, one of the objectives of the 2015-2019 Consolidated Plan is to increase the availability, financial accessibility, and support for affordable and subsidized rental units; and

WHEREAS, 302 N. Mockingbird Housing, LP has advised that it intends to submit an application to the TDHCA for 2016 Competitive 9% Housing Tax Credits for The Trails on Mockingbird Lane to be located at 302 N. Mockingbird Lane; and

WHEREAS, consistent with said objective, and other goals and strategies eligible under applicable Federal regulations, the City of Abilene has previously supported Federal assistance to encourage construction of qualified HTC housing development projects.

WHEREAS, the City of Abilene is a HOME Investment Partnerships Act (HOME) participating jurisdiction and currently receiving HOME funding through the Department of Housing and Urban Development; and

WHEREAS, the City of Abilene has determined that the application for Mockingbird Trails being submitted to the TDHCA by 302 N. Mockingbird Lane, L.P. qualifies as the development contributing most significantly to the concerted revitalization efforts of the City of Abilene; and

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

Part 1. That the City supports the application by 302 N. Mockingbird Housing, LP for HTCs as administered by the TDHCA to develop the Mockingbird Trails to be located at 302 N.

Mockingbird Lane to meet the needs for affordable multifamily rental housing for citizens of modest means in Abilene, Texas.

Part 2. That the support stated herein will enable the City to carry on appropriate community development activities directed toward meeting the specified objectives of the Consolidated Plan, Comprehensive Land Use Plan, Cobb Park Area Revitalization Plan and other potentially applicable adopted City Plans.

Part 3. That the City of Abilene will commit to provide the required de-minimis amount of no less than \$500 in in-kind contributions for the development of Mockingbird Trails, which may be in the form of fee waivers, regulatory offsets and/or alternative designs, other in-kind contributions, and/or over sizing of utilities if deemed beneficial to the City for future development. Specific in-kind contributions will be determined by February 1, 2016.

Part 4. That the governing body of the City of Abilene hereby identifies the Mockingbird Trails as the development in the 2016 tax credit applicant pool that contributes most significantly to the concerted revitalization efforts of the City of Abilene.

Part 7. That for and on behalf of the City Council, the City Secretary will certify this resolution to the TDHCA.

Part 8. That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 14th day of January, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director of Planning & Development Services

**Ordinance: (First Reading) An Ordinance Adopting the 2014 National Electrical
SUBJECT: Code, with Local Amendments, and calling a Public Hearing for 1/28/16. (Sartor)**

GENERAL INFORMATION

The National Electrical Code is utilized throughout the United States. The City of Abilene is currently utilizing the *2011 National Electrical Code*, with amendments. It is recommended that the *2014 National Electrical Code*, with local amendments, be adopted in order that the City's construction regulations are kept up to date. Local amendments pertain to licensing and administrative procedures with very limited modifications made to the technical provisions of the National Electrical Code. It is important that Abilene maintains compatible construction regulations with other cities, in order to reduce variation to typical standards, and eliminate uncertainty to the design professions and the electrical contractors.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

The following Committee and Board unanimously voted to recommend approval of the 2014 National Electrical Code, with amendments, on the dates listed below:

Electrical Code Review Committee – December 17, 2014.

Mechanical, Plumbing, Electrical & Swimming Pool Board of Appeals – August 11, 2015

ATTACHMENTS:

Description	Type
☐ Enacting Ordinance	Cover Memo
☐ Exhibit A	Cover Memo
☐ Amendment Pamphlet	Cover Memo
☐ Significant Changes	Cover Memo
☐ PowerPoint Presentation	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 8, ARTICLE VI, DIVISION 3, SECTION 8-496 “ELECTRICAL CODE”, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, there is a need to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, the current provisions of Section 8-496, “Electrical Code” adopting the 2012 National Electric Code, are longer adequate to meet the needs of the community;

WHEREAS, the 2014 National Electric Code is currently the standard used throughout other cities in Texas;

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

- PART 1:** That Chapter 8, Article VI, Division 3, Section 8-496 “Electrical Code” of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

- PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

- PART 4:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

- PART 5:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective thirty (30) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 14th day of January, 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 24th day of January, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 28th day of January, 2016, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective thirty (30) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 28th day of January, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

CHAPTER 8. CONSTRUCTION REGULATIONS

ARTICLE VI. CODES AND OTHER REGULATIONS

DIVISION 3. ELECTRICAL CODE

Sec. 8-496. Adopted.

The National Electrical Code, 2014 edition, published by the National Fire Protection Association together with standards of the National Electrical Manufacturers Association and the American National Standards Institute, together with an electrical code pamphlet amending and supplementing that code, are hereby enacted and adopted by reference, as the electrical code for the city, and is hereby incorporated herein. The electrical code pamphlet, along with the National Electrical Code, are on file in the building official's and city secretary's offices.

{Add an Article 80 – Administration and Enforcement as follows:}

**ARTICLE 80
CHAPTER 1
TITLE AND GENERAL**

Title

101. These regulations shall be known as the “Electrical Code”, may be cited as such and will be referred to herein as “this code”.

Application to Existing Electrical Systems and Equipment

102. (a) Additions, Alterations, or Repairs. Additions, alterations, or repairs may be made to an electrical system and equipment to comply with all the requirements of this code, provided the addition, alteration or repair conforms to that required for a new electrical system and equipment, and provided further that no hazard to life, health or safety will be created by such additions, alterations or repairs.

Minor additions, alterations and repairs to existing electrical system and equipment may be made in accordance with the law in effect at the time the original installation was made, when approved by the Electrical Inspector.

(b) Existing Installations. Electrical systems and equipment lawfully in existence at the time of the adoption of this code may have their use, maintenance or repair continued, if the use, maintenance or repair is in accordance with the original design and no hazard to life, health or property has been created by such electrical system and equipment

(c) Changes in Building Occupancy. Electrical systems and equipment which are a part of any building or structure undergoing a change in use or occupancy, as defined in Building Code, shall comply with the requirements of this code which are applicable to the new use or occupancy.

(d) Maintenance. All electrical systems and equipment, both existing and new, and all parts thereof, shall be maintained in a proper operating condition in accordance with the original design and in a safe and hazard-free condition. All devices or safeguards, which are required by this code, shall be maintained in conformance with this code. The owner, or designated agent, shall be responsible for the maintenance of the electrical system. To determine compliance with this subsection, the Building Official may cause any electrical system to be reinspected.

(e) Moved Building. Electrical systems and equipment, which are a part of buildings or structures moved into or within this jurisdiction, shall comply with the provisions of this code for new installations.

(f) Residential Rehabilitated and Condemned Buildings. Existing buildings which have been condemned may have existing serviceable electrical systems left in place, provided these systems were installed in accordance with the standards applicable at the time the building was built, and further provided that the following minimum provisions are met:

1. Services:

- a. All exterior service equipment shall be of weatherproof materials, fittings and devices.
- b. Latest approved service mast heights and points of attachment to structures shall be maintained.
- c. Services shall be of a capacity large enough to carry anticipated load. No service conductor shall be less than 100 amps.

2. Circuits:

- a. Existing two conductor non-metallic sheathed cable, if in safe condition, shall be allowed to remain with the addition of a single grounding conductor run separately to outlets located in bathroom, kitchen countertops, and laundry room areas. In lieu of grounding wire, a GFCI outlet may be substituted.
- b. Other conforming wiring methods, not presently approved by the City of Abilene Electrical Code, may remain, if in safe condition, and not disturbed in any manner, other than reconnection to an electrical panel, provided also that these systems were legal at the time of original installation.
- c. Receptacles shall be sufficient in numbers to serve the desired space in a practical manner, but not less than three (3) duplex receptacles per sleeping room and living areas, such as dens.
- d. These Code requirements are not required to be added to existing serviceable electrical systems:
 - (1) Exterior plugs for residences.

Where there is a question regarding the safety of any installed electrical system in a building which is being rehabilitated, the Electrical Inspector may require that the owner obtain the services of a licensed Master Electrician to completely examine and test the system and report on its safety. When systems are found to be unsafe, they must be replaced in accordance with the requirements of the National Electrical Code, as adopted by the City of Abilene.

Definitions

103. General. For the purpose of these provisions, certain terms, phrases, words and their derivatives, shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings, within the context with which they are used. The most current version of *Webster's Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural, and the plural the singular. Words used in the masculine gender include the feminine, and the feminine the masculine.

APPROVED, as to materials, equipment, and method of construction, refers to approval by the Building Official, as the result of investigations and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

APPROVED AGENCY is an established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when the agency has been approved by the Building Official.

BUILDING CODE is the International Building Code promulgated by the International Code Council, as adopted by this jurisdiction.

BUILDING OFFICIAL is the officer charged with the administration and enforcement of this code, or a duly authorized representative, and is the authority having jurisdiction for this code.

ELECTRICAL INSPECTOR shall be the person providing expertise for the Building Official in the area of electrical regulations, and is a duly authorized representative and authority having jurisdiction for this code, under the supervision of the Building Official.

CODE ENFORCEMENT AGENCY is the department, division, or agency of this jurisdiction charged with the function of code enforcement and shall be under the administration and operational control of the Building Official.

ELECTRICAL CODE is the National Electrical Code promulgated by the National Fire Protection Association, and further amendments, as adopted by this jurisdiction.

ELECTRICAL WORK is any work related to, or involving the furnishing of labor, equipment, appliances or materials, or the performance of any operation in connection with electrical installations. It includes, but is not limited to, the following:

1. Power and lighting systems, secondary services, distribution panels, lighting panels, conduits, junction boxes, pull boxes, outlets, feeders, sub-feeders, wiring devices, service fittings, lighting fixtures, lamps, etc.

2. All power and control wiring, and any other electrical installations incidental to any equipment furnished by any other contractors, owners, or their agents.

FIREWALL shall be the same as is referenced in the Building Code.

INSTALLATION is any electrical work of any nature performed on, in, or near any premises.

LEGAL ENTITY Legal Entity shall be an electrical business, meeting the requirements for a licensed Master Electrician.

LISTED and LISTING are terms referring to equipment and materials, which are shown in a list published by an approved testing agency, qualified and equipped for experimental testing productions, and which listing states that the material or equipment complies with accepted national standards which are approved, or standards which have been evaluated for conformity with approved standards.

MULTIPLE OCCUPANCY BUILDING is a building having more than one tenant and may be of single or mixed use groups, as classified by the Building Code.

OCCUPANCY is the purpose for which a building, or part thereof, is used or intended to be used.

{Add a new definition as follows:}

On-Site Supervision--Exercise of supervision of electrical work or electrical sign work by a licensed individual other than an electrical apprentice. Continuous supervision of an electrical apprentice is not required, though the on-site supervising licensee shall be on-site at all times when an electrical apprentice is performing electrical work or electrical sign work. The on-site supervising licensee is responsible for review and inspection of the electrical apprentice's work to ensure compliance with any applicable codes or standards.

Conflicting Provisions

104. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Alternate Materials and Methods of Construction

105. The provisions of this code are not intended to prevent the use of any material or method of construction not specifically prescribed by this code, provided any alternate has been approved and its use authorized by the Building Official.

The Building Official may approve any alternate, provided that the proposed design is satisfactory and complies with the provisions of this code, and that the material, method or work offered is for the purpose intended, and is at least the equivalent of that prescribed in this code in suitability, strength, effectiveness, fire resistance, durability and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims, regarding the use of alternates. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

Modifications

106. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Building Official may grant modifications for individual cases, provided that a special individual reason makes the strict letter of this code impractical, and the modification is in conformity with the intent and purpose of this code, and that such modification does not lessen health, life, and fire safety requirements. The detail of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

Tests

107. Whenever there is insufficient evidence of compliance with any of the provisions of this code or evidence that materials or construction do not conform to the requirements of this code, the Building Official may require tests as evidence of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this code or by other recognized test standards. In the absence of recognized and accepted test methods for the proposed alternate, the Building Official shall determine test procedures.

All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

CHAPTER 2 ORGANIZATION AND ENFORCEMENT

Powers and Duties of Building Official

201. (a) General. The Building Official is hereby authorized and directed to enforce all the provisions of this code. For such purposes, the Building Official shall have the powers of a law enforcement officer.

(b) Deputies. In accordance with prescribed procedures, and with the approval of the appointing authority, the Building Official may appoint electrical inspectors and other related technical officers and inspectors and other employees as shall be authorized from time to time.

The Electrical Inspector shall be a competent person of good moral character; he shall have had at least a minimum of four (4) years experience as a Journeyman Electrician; he shall have adequate knowledge of current and approved methods and practices relating to electrical installations; and he shall have passed the examination for Journeyman Electricians.

The Electrical Inspector shall, when in the performance of their duties, carry a badge to be furnished by the City.

The Electrical Inspector shall not engage in the occupation of electrical wiring, nor have any financial or other interest in any electrical business doing electrical wiring, within the jurisdiction.

(c) Right of Entry. Whenever necessary to make an inspection to enforce the provisions of this code, or whenever the Building Official or an authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or an authorized representative, may enter such building or premises at all reasonable times to inspect the same, or to perform any duty imposed upon the Building Official by such codes, provided that if such building or premises be occupied, the Building Official shall first present proper credentials and request entry. If such building or premise is unoccupied, the Building Official or authorized representative, shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the Building Official, or an authorized representative, shall have recourse to every remedy provided by law to secure entry.

When the Building Official, or an authorized representative, shall have first obtained a proper inspection warrant, or other remedy provided by law, to secure entry, an owner or occupant or other persons having charge, care or control of the building or premises, shall not fail or neglect, after proper request is made as herein provided, to promptly permit entry herein by the Building Official, or authorized representative, for the purpose of inspection and examination, pursuant to this code.

(d) Stop Orders. Whenever work is being done contrary to the provisions of this code, the Electric Inspector may order the work stopped, by notice in writing served on persons engaged in doing the work to be done; and such persons shall forthwith stop such work until authorized by the Electrical Inspector to proceed with the work.

(e) Authority to Disconnect Utilities in Emergencies. The Building Official, or authorized representative, shall have the authority to disconnect electric power or energy service supplied to the building, structure, or building service equipment therein regulated by this code in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or electrical system, or

equipment, of the decision to disconnect prior to taking such action, and shall notify the serving utility, owner and occupant of the building, structure or building service equipment, in writing, of the disconnection immediately thereafter.

(f) Authority to Condemn Electrical System and Equipment. Whenever the Electrical Inspector ascertains that an electrical system or equipment regulated in this code has become hazardous to life, health or property, the Electrical Inspector shall order, in writing, that such electrical system or equipment either be removed or restored to a safe condition, whichever is appropriate. The written notice itself shall fix a time limit for compliance with such order. Persons shall not use or maintain defective electrical system or equipment after receiving notice.

When equipment or an installation is to be disconnected, a written notice of such disconnection and causes therefor shall be given, within twenty-four (24) hours of the order to disconnect to the serving utility, the owner and occupants of the building, structure or premises.

When an electrical system or equipment is maintained in violation of this code and in violation of a notice issued pursuant to the provisions of this section, the Electrical Inspector shall institute appropriate action to prevent, restrain, correct, or abate the violation.

(g) Connection after Order to Disconnect. Persons shall not make connections from an energy or power supply, nor supply power to an electrical system or equipment, which has been disconnected or ordered to be disconnected, by the Electrical Inspector, or the use of which has been ordered to be discontinued by the Electrical Inspector, until the Electrical Inspector authorizes the reconnection and use of the electrical system or equipment.

(h) Liability. The Building Official, or an authorized representative charged with the enforcement of this code, acting in good faith and without malice in the discharge of duties, shall not hereby render the Building Official, or authorized representative, personally liable for any damage that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of duties. A suit brought against the Building Official or employee because of an act or omission performed by the Building Official in the enforcement of provisions of this code shall be defended by legal counsel provided by this jurisdiction until final termination of such proceedings.

This code shall not be construed to relieve from or lessen the responsibility of a person owning, operating or controlling any building, structure or building service equipment therein, for any damages to persons or property caused by defects, nor shall the code enforcement agency be held as assuming such liability by reason of the inspections authorized by this code or approvals issued under this code.

(i) Cooperation of Other Officials and Officers. The Building Official may request, and shall receive, so far as is required in the discharge of duties, the assistance and cooperation of other officials of this jurisdiction.

Unsafe Electrical Systems or Equipment

202. Electrical systems or equipment regulated by this code which are unsafe, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Use of electrical systems or equipment regulated by this code constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purpose of this section, an unsafe use.

Unsafe electrical systems or equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, in accordance with the procedures set forth in the Uniform Code for the Abatement of Dangerous Buildings or an alternate procedure as may be adopted by this jurisdiction. As an alternative, the Building Official, or other employee, or Official of this jurisdiction as designated by the governing body, may institute other appropriate action to prevent, restrain, correct, or abate the violation.

Board of Appeals

203. General. The Board of Appeals may hear appeals of any decision of the building official or his/her representatives regarding the electrical, mechanical, plumbing, or swimming pool ordinance. The board does not have the authority to waive code requirements, but may consider alternate materials and methods for the purpose of complying with the provisions of this code. The board shall be as is established in the Municipal Code, Article V, Division 3, Sections 8-391 through 8-407 for the Mechanical, Plumbing, Electrical and Swimming Pool Board of Appeals.

Violations

204. Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use or maintain an electrical system or equipment or cause or permit the same to be done in violation of this code.

204.1 Notice of Violation. The building official, or his/her representative, is authorized to serve a notice of violation or order on the person responsible for an unlawful act. Such order shall direct the discontinuance of the illegal action and the abatement of the violation.

204.2 Prosecution of Violation. If the notice of violation is not complied with promptly, the building official, or his/her representative, is authorized to issue citations, or to request the legal counsel of the jurisdiction to institute the appropriate proceeding

at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful act.

204.3 Violation Penalties. A person who violates a provision of this code or fails to comply with any of the requirements thereof or who performs electrical work in violation of this Code shall be subject to penalties as prescribed by law. Any such violation shall be a Class C misdemeanor and upon conviction thereof, shall be punishable by a fine, not to exceed \$500. Each day a violation of any of the provisions of this Code is committed, or each day any such violation continues, shall constitute a separate offense and shall be subject to prosecution as stated above.

CHAPTER 3 PERMITS AND INSPECTIONS

Permits

301. (a) Permits Required. Except as specified in Subsection (b) of this section, no electrical system regulated by this code shall be installed, altered, repaired, replaced or remodeled, unless a separate electrical permit for each building or structure has first been obtained from the Building Official.

(b) Exempt Work. An electrical permit shall not be required for the following:

1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.
2. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
3. Temporary decorative lighting.
4. Repair or replacement of current-carrying parts of any switch, contactor or control device.
5. Reinstallation of attachment plug receptacles, but not the outlets therefor.
6. Repair or replacement of any overcurrent device of the required capacity, in the same location.

7. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
8. Taping joints.
9. Removal of electrical wiring.
10. Temporary wiring for experimental purposes in suitable experimental laboratories.
11. The wiring for temporary theater, motion picture or television stage sets.
12. Low-energy power, control and signal circuits of Classes II and III, as defined in this code.
13. A permit shall not be required for the installation, alteration or repair of electrical wiring, apparatus, or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility and placed upon easements of such company.
14. Reference 90-2 (b) (5). Installations, including associated lighting, under the exclusive control of electric utilities for the purpose of communications, metering, generation, control, transformation, transmission, or distribution of electric energy. Such installations shall be located in buildings used exclusively by utilities for such purposes; outdoors on property owned or leased by the utility; on or along public highways, streets, roads, etc.; or outdoors on private property by established rights such as easements. Utility companies shall provide documentation of easements, prior to commencing work for outdoor lighting. At any time a lighting system is no longer under the control of the utility company, the system shall be modified to meet the National Electrical Code. **EXCEPTION:** Single pole guard lights do not require written documentation to be filed with the City of Abilene Building Inspection Department.
15. A permit shall not be required for the installation or repair of electrical wiring, apparatus, or equipment, pertaining to exterior, underground airport lighting and airport signs.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code, or any other law, or ordinances of this jurisdiction.

Permit Information

302. (a) Application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done, by legal description, street address or similar description, which will readily identify and definitely locate the proposed building or work.
3. Indicate the use or occupancy for which the proposed work is intended.
4. Be accompanied by plans, diagrams, computations and specifications and other data as required in Subsection (b) of this section.
5. Be signed by permittee, or authorized agent.
6. Give such other data and information as may be required by the Electrical Inspector

(b) Exception: The Electrical Inspector may waive the submission of plans, calculations, etc., if the Electrical Inspector finds that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

(c) Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

Plans for buildings more than two stories in height of other than Groups R, Division 3 and U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical and communication conduits, pipes and similar systems.

Permits Issuance

303. (a) Issuance. The application, plans and specifications, and other data, filed by an applicant for permit, shall be reviewed by the Electrical Inspector. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this code and other pertinent laws and ordinances, and that the fees specified in Section 304 have been paid, the Electrical Inspector shall issue a permit therefor to the applicant.

When the Building Official issues a permit, the plans and specifications shall be endorsed in writing or stamped "REVIEWED". Such approved plans and specifications shall not be changed, modified or altered without authorizations from the Electrical Inspector, and all work regulated by this code shall be done in accordance with the approved plans.

The Building Official may issue a permit for the construction of part of an electrical system before the entire plans and specifications for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permits shall proceed at their own risk, without assurance that the permit for the entire building, structure or building service will be granted.

(b) Retention of Plans. One set of approved plans, specifications and computations shall be retained by the Building Official until final approval of the work covered therein. One set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all time during which the work authorized thereby is in progress.

(c) Validity of Permit. The issuance of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications and other data shall not prevent the Electrical Inspector from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of these codes or any other ordinances of this jurisdiction.

(d) Expiration. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred eighty days (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration exceeds one year, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may be commenced under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

(e) Suspension or Revocation. The Electrical Inspector may, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation of the jurisdiction.

Fees

304 (a) Permit Fees.

Permit fees shall be set by the City Council by resolution. Appendix A references approved fees at the time of adoption of this code. Fees published in this document are subject to change by Council action.

(b) Investigation Fees: Work Without a Permit.

1. **Investigation.** Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
2. **Fee.** An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either this code nor from any penalty prescribed by law. Further work performed by the same contractor, without permits, will result in penalty and investigation fee of ten (10) times the amount of the permit fee required by this code, if a permit were to be issued. At the end of twelve (12) months from issuance of the ten (10) times fee, a contractor with no further violations shall be determined to start without previous penalties.

(c) Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder, which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

(d) Permit by Charge Account.

Permits may be obtained by charge account with the following restrictions:

1. The applicant shall make a deposit of \$150.00 with the City of Abilene.
2. The deposit is security for the account and shall not be applied to the account of the applicant.
3. Every applicant shall be billed each month for the total balance of his/her account and a written list of permits shall be identified on the invoice.
4. All accounts shall be payable within 10 days after the billing date; any account not paid within 10 days, and upon notice from the Accounting Department to the Building Inspection Department, shall not be eligible for further issuance of permits. Failure to pay said account shall result in the applicant's deposit being forfeited to the City of Abilene. Charging privileges are therefore revoked, and a new deposit along with payment of all bills due to the City of Abilene must be paid before any additional charges are permitted.

Inspections

305. (a) General. All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the Electrical Inspector, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Electrical Inspector.

It shall be the duty of the permit applicant to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Electrical Inspector nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to allow an inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made.

Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the Electrical Inspector.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this code or of other ordinances of the jurisdiction shall not be valid.

(b) Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Electrical Inspector that such work is ready for inspection. The Electrical Inspector may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Electrical Inspector.

It shall be the duty of the person requesting inspections required by this code to provide access to and means for inspection of such work.

(c) Operation of Electrical Equipment. The requirements of this section shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment. The request for inspection of such equipment must have been filed with the Electrical Inspector not more than forty eight (48) hours after such replacement work is completed and before any portion of such electrical system is concealed by any permanent portion of the building.

(d) Other Inspections. In addition to the called inspections required by this code, the Electrical Inspector may make or require other inspections of any work to ascertain compliance with the provisions of this code and other laws, which are enforced by the code enforcement agency.

(e) Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the approved plans are not readily available to the Inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Electrical Inspector.

To obtain a reinspection, the applicant shall file an application therefore in writing, or by phone, and pay the reinspection fee in accordance with the fees adopted by the City Council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Connection Approval

306 (a) Energy Connections. An electrical system or equipment regulated by this code for which a permit is required shall not be connected to a source of energy until approved by the Electrical Inspector.

(b) Temporary Connections. The Electrical Inspector may authorize the temporary connection of an electrical system or equipment to the source of energy or power for the purpose of testing equipment or for use under a temporary certificate of occupancy. Permits for temporary service shall be issued to the electrical contractor, and shall be limited to ninety (90) days. The owner, or legal representative of the owner, shall acknowledge temporary service restrictions in writing on the building permit application, or must file an Affidavit for temporary service utility release, with the office of the Electrical Inspector, prior to the electrical contractor requesting a temporary service permit and inspection.

CHAPTER 4 LICENSE REQUIREMENTS

License

401. **(a) Electrical License Required.** All persons who engage in or work at the actual installation, alteration, repair, renovation and/or maintenance of all electrical wiring systems and the appurtenances, apparatus, or equipment used in connection with the use of electrical energy in, on, outside, or attached to a building, residence, structure, property, or premises shall possess the appropriate license in accordance with the State of Texas Electrical Safety and Licensing Act, Title 8, Occupations Code, Chapter 1305.

(b) Homestead Exemption. A homeowner performing electrical work in accordance with Section 1305.003 (6) Exemptions shall additionally comply with the following:

1. The owner shall file with the Electrical Inspector approved plans and specifications, shall satisfy the Electrical Inspector as to his ability to install electrical wiring, shall apply for and secure a permit, shall pay the required fees, shall do work in accordance with this chapter and shall request the required inspections and obtain a certificate of approval.
2. Installation by an owner under this subsection shall be by himself, for himself on his homestead premises.
3. No homeowner shall be issued a permit under the provisions of this subsection more frequently than once each two (2) calendar years.

{Add a new article as follows:}

401.1 On-site Supervision of Apprentices. Apprentices shall not perform work unless they are under on-site supervision as defined in Article 80, Section 103 of this code.

402. Bond Requirements. Any person desiring to engage in the business of an electrical contractor, shall first file with the Building Official of the city, a surety bond in the penal sum of five thousand dollars (\$5,000.00) to be approved by the City Manager, payable to the City of Abilene, and conditioned on a faithful performance of all of the provisions and regulations of the electrical code, this chapter, and all other ordinances of the city, and the surety on such bond shall be a company authorized to transact business in the state.

403. Contractor's registration required. All contractors shall first file with the code official of the City of Abilene, as a registered contractor, as per Section 8-161 of the Municipal Code, Article IV, Licenses.

404. Insurance Requirements. Any person desiring to engage in the business of an electrical contractor, shall first file with the Building Official of the City, a certificate of insurance providing for commercial general liability insurance, with a coverage amount of not less than \$300,000.00 for all claims arising in any one year.

The following provisions are amendments to the 2014 National Electric Code:

**CHAPTER 1
GENERAL**

**ARTICLE 110
Requirements for Electrical Installations**

110.5 Conductors. *{Amend to add two new sub- articles as follows:}*

110.5 (A) Conductors. The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:
225.6 (C), 230.23 (B), 230.31 (B), 310.10.

Exception : Aluminum conductors installed in accordance with Article 225.6 (A) 1 and 2.

110.5 (B) Prohibited Location.

The use of aluminum conductors inside or under a structure is prohibited.

Exception : Aluminum service conductors installed in accordance with Article 230.23 (B) and 230.31 (B) as amended by this pamphlet.

**CHAPTER 2
WIRING AND PROTECTION**

**ARTICLE 210
Branch Circuits**

210.11 Branch Circuits Required.

(C) Dwelling Units.

(1) Small-Appliance Branch Circuits. *{Add the following.}*

- (a) The small appliance circuits, as called for in the National Electrical Code, shall contain no more than six (6) outlets per circuit; provided further, the circuit conductor shall not be smaller than number 12 AWG. Loads shall be balanced.

ARTICLE 220
Branch-Circuit, Feeder, and Service Calculations

220.14 Other Loads – All Occupancies

(J) Dwelling Occupancies

{Add the following.}

(4) General purpose circuits for residential wiring shall contain no more than six (6) outlets per circuit.

Exception: Where central heat and air are existing, or are being added, this may be increased to no more than ten (10) outlets per circuit on a fifteen (15) amp breaker, or fourteen (14) outlets per circuit on a twenty (20) amp breaker.

ARTICLE 225
Outside Branch Circuit and Feeders

225.6 Conductor Size and Support. *(Amend to add a new sub-article as follows:)*

(C) Aluminum Underground Conductors. For 1000 volts, nominal, or less, aluminum conductors installed underground shall not be smaller than 6 AWG aluminum.

ARTICLE 230
Services

230.23 (B) Minimum Size. *{Amend to read as follows:}*

The conductors shall not be smaller than 8 AWG copper or three ought (3/0) aluminum or copper-clad aluminum.

230.28 (A) Strength. *{Add the following sentence at the end of paragraph.}*

The riser shall be a minimum of two (2) inch rigid steel conduit or IMC.

230.31 (B) Minimum Size. *{Amend to read as follows:}*

The conductors shall not be smaller than 8 AWG copper or three ought (3/0) aluminum or copper-clad aluminum.

**CHAPTER 3
WIRING METHODS**

**ARTICLE 310
II. Installation**

310.10 Uses Permitted. *{Amend to add a new exception as follows:}*

Exception: The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:

225.6 (C), 230.23 (B), 230.31 (B), 310.10.

310.15 (B) Tables. *{Amend to add a new paragraph as follows:}*

The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:

225.6 (C), 230.23 (B), 230.31 (B), 310.10.

**ARTICLE 334
Nonmetallic-Sheathed Cable:
Types NM, NMC, and NMS**

334.12 (A) Uses Not Permitted. *{Add the following.}*

11. In other than residential structures, as defined in the City of Abilene Building Code, that are less than 5,000 square feet that are not constructed of convention wood frame construction.
12. In other than residential structures, as defined in the City of Abilene Building Code, 5,000 square feet or greater or when a addition to an existing structure increases the total building to 5,000 square feet or greater.
13. In other than residential structures, as defined in the City of Abilene Building Code, with a wiring system greater than 250 volts to ground and/or greater than a 400 Amp Service.

APPENDIX A

CITY OF ABILENE **ELECTRICAL PERMIT FEES**

Minimum Permit Fee	50.00
Reinspection Fee	75.00
Electrical Device	.30
Lighting Fixture (includes opening)	.55
Fixed or Stationary Appliances	5.00
Exhaust or Ventilation Fan (fractional motor)	2.00
Gas Pump/Dispenser	5.00
Electric Welder	2.00
Motors Fractional up to 3 HP	1.50
Motors Fractional 3 to 5 HP	3.00
Motors Above 5 HP	5.00
Condenser Units/Chillers 3 Ton or less	5.00
Condenser Units/Chillers 3 to 5 Ton	6.00
Condenser Units/Chillers greater than 5 Ton	7.00
Lighted Signs - Pole Mounted	20.00
Lighted Signs - Exterior Building Mounted	5.00
Lighted Signs - Interior	2.50
Electric Heat per kw	.50
Buss Duct per foot	.50
Multi Outlet Assembly - First Circuit	1.00
Multi Outlet Assembly - Additional Circuit	.50
Temporary Power Pole	30.00
Temporary Service	30.00
New Service (per meter)	25.00
Service (Move, Change, Alter)	25.00
Generator	15.00
Elevators, Dumbwaiters	10.00
Area Lighting Poles up to 10' (less fixtures)	2.00
Area Lighting Poles above 10' (less fixtures)	4.00
Residential Permit - New or additions per sq.ft.	.04
Unfinished living space per sq.ft.	.03

OTHER INSPECTIONS AND FEES

Inspections outside of normal business hours (Minimum Charge-two hours)	200.00
Special Request Inspections (Minimum Charge-one hour)	100.00
Board of Building Standards and Mechanical, Plumbing, Electrical, and Swimming Pool Board of Appeals request for hearing for alternate methods and materials	100.00
Contractor's Registration (annually, due by December 31 of each year)	65.00
Contractor's Registration Initial Set-up Fee	50.00
Stop Work Order Release Fee	125.00

Significant Code Changes of the 2014 National Electrical Code And the City of Abilene Local Amendments

Local Amendments – Administrative Provisions

- Chapters One, Two, Three and Four are unchanged from the 2011 code with the exception of the following:
 - **Definitions 103. General.** Change: changed to “The most current version of” in lieu of identifying an actual date of the Webster’s dictionary.
 - **On-Site Supervision:** added “on-site supervising licensee shall be on-site at all times when an electrical apprentice is performing electrical work or electrical sign work”.
 - **Permits 301. (c)** Removed: because this information is located in 401 (b). It did not need to be located in two different areas of the pamphlet.
 - **401. (b)** Was given a title of “**Homestead Exemption**”, it did not previously have a title.
 - **401.1** New article added which coincides with the new definition of On-Site Supervision.

2014 National Electrical Code – Local Amendments (Pamphlet)

- The local amendments are the same as in the 2011 NEC with minor editorial changes to match changes to the article numbers in the 2014 NEC with the exception of the following:
 - **110.5 (B) Prohibited Locations.** Added: provisions from 215.1 (A) relocated here to better clarify the prohibition of installing aluminum conductors under a structure with no change to the existing provision.
 - **210.11(C) (1) (a)** Changed: The word “twelve” AWG was changed to the number “12” AWG to be consistent with the NEC format.
 - **215.1 (A)** Deleted: **provisions of this amendment were moved to 110.5 (B) therefore this amendment was no longer needed.**
 - **225.6 (C)** Added: “Aluminum” was added to the title. Changed: from 600 to 1000 volts to coincide with the 2014 NEC changes. Removed: “8 AWG copper” since the intent for the section was for aluminum only.
 - **230.28 (A)** Changed: the title from “Service Masts as Supports” to “Strength” to match the 2014 NEC title change.
 - **Removed “Appendix A”.** This was initially put in the pamphlet in 2002 because the Energy Code was new and was inserted in order for learning purposes. The IECC has been used now for 13 years and is not needed in the pamphlet.

2014 National Electrical Code – As produced by the National Fire Protection Agency

- Numerous changes throughout the code raising the 600 volt threshold to 1000 volts. Previous versions of the NEC limited the maximum voltage of systems and equipment to 600 volts.
- All Ground Fault Circuit Interrupters (GFCI) receptacles are now required to be “readily accessible” (they cannot be installed behind equipment, under cabinets or behind access panels or doors).
- Article 100 – New definition of “readily accessible” now requires access to electrical service equipment and devices without requiring the use of tools. This is in addition to the existing requirements for ready access.
- Article 210.8(A)(7) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles within 6ft. of the outside edge of a dwelling unit sink to be GFCI protected.
- Article 210.8(A)(9) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles within 6ft. of the outside edge of a dwelling unit bathtub or shower stall be GFCI protected.
- Article 210.8(A)(10) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles installed within a dwelling unit laundry area be GFCI protected whether a sink is installed or not.
- Article 210.8(B)(8) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles installed in all non-dwelling unit garages, service bays and similar areas (other than vehicle exhibition halls and showrooms) to be GFCI protected.
- Article 210.8(D) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles supplying a dishwasher installed in dwelling units to be GFCI protected.
- Article 210.12 – the new provision requires all AFCI devices mandated by 210.12 to be installed in a “readily accessible” location.
- Article 210.12(A) – kitchen and laundry areas were added to the list of areas requiring AFCI protection, and AFCI protection was also expanded from outlets only, to include all electrical devices.
- Article 210.12(C) – now requires all 125-volt, single-phase, 15 and 20 ampere receptacles installed within dormitory unit bedrooms, living rooms, hallways, closets and similar rooms to be GFCI protected.
- Article 210.17 – requires outlets installed for the purpose of charging electric vehicles to be supplied by a separate branch circuit with no other outlets.
- Article 210.52(G)(1) – requires the branch circuit supplying receptacles in a garage to only serve the garage. Also, at least one receptacle must be provided for each car space.
- Article 250.21(C) – underground systems are now required to be legibly marked identifying the hazard and operating voltage of the system.
- Article 310.15(B)(7) – Table 310.15(B)(7) has been deleted and replaced with provisions which require calculations to determine dwelling service and feeder sizes.

- Article 314.25 – requires screws for attaching covers or other equipment to boxes be machine screws matching the thread gauge and size of the thread that is integral to the box or shall be in accordance with the manufacturer’s instructions. Drywall screws or other non-appropriate fasteners are prohibited.
- Article 406.5(E) – change expands prohibition of installing receptacles in a face-up position to all occupancies, not just dwelling units. Listed receptacle assemblies for countertop applications have been recognized for this application as well.
- Article 406.9(B)(1) – Extra duty covers are now required on all 15 and 20 ampere, 125 and 250 volt receptacles installed in wet locations. This includes dwelling unit wet location receptacles as well.
- Article 406.12 – exceptions for tamper-resistant receptacles at dwelling units has been expanded to guest rooms and guest suites of hotels and motels, and to child care facilities.
- Article 410.10(F) – luminaires are no longer allowed to be installed within 1½ inches of the lowest metal deck surface. This is to lessen the potential for roofing and decking fasteners damaging the luminaire or its wiring.
- Article 422.5 – GFCI devices providing protection to appliances are required to be installed in “readily accessible” locations.
- Article 422.23 – GFCI protection is now required for all tire inflation and automotive vacuum machines provided for public use.
- Article 422.51 – GFCI protection has been expanded to hard-wired vending machines as well as to cord and plug connected vending machines.
- Article 424.66 (A) and (B) – new provisions require access be provided for service and maintenance of electrical enclosures for resistance heating element type duct heaters which are mounted on a duct system. When installed above a ceiling the enclosure shall be accessible through a lay in ceiling or access panel.



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Mayor Norm Archibald and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Confirmation of Fire Chief. (*Hanna*)

GENERAL INFORMATION

As you are aware, we have been conducting an internal search for the position of Fire Chief. We have completed the assessment and interview process.

Pursuant to Texas Local Government Code 143.013, the Fire Chief appointment is made by the municipality's chief executive must be confirmed by the municipality's governing body.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None (position is included in the budget)

STAFF RECOMMENDATION

Staff recommends confirmation of the Chief Executive Officer's appointment to the position of Fire Chief.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter

RESOLUTION -2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CONFIRMING THE MUNICIPALITY'S CHIEF EXECUTIVE OFFICER APPOINTMENT OF LARRY BELL TO THE POSITION OF FIRE CHIEF

WHEREAS, Pursuant to Texas Local Government Code 143.013, the Fire Chief appointment is made by the Municipality's Chief Executive Officer, must be confirmed by the municipality's governing body; and,

WHEREAS, Section 54 of the Abilene City Charter provides that at the head of each department which is under the control and direction of the City Manager, there shall be a director, who shall be appointed by the City Manager; and,

WHEREAS, the City Council of the City of Abilene is of the opinion that Larry Bell honorably serves his community and should be appointed as Fire Chief; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That the City Council of the City of Abilene hereby approves City Manager Robert Hanna's appointment of Larry Bell as Fire Chief.

PART 2: That this resolution shall take effect as of January 14th 2016.

ADOPTED this 14th day of January, 2016.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Interim Director of Community Services

SUBJECT: Resolution: Authorizing the City Manager to execute an agreement with Eikon Consulting Group, LLC. in the amount of \$561,750 for the design of the new aquatics center. (Andrews)

GENERAL INFORMATION

On May 9, 2015, voters approved Proposition 6 which allowed the issuance of \$6,000,000 in General Obligation Bonds for the construction of a new aquatics center. This item grants authority to the City Manager to execute an agreement with Eikon Consulting Group, LLC (Eikon). Eikon's scope of work includes design, development of construction documents and construction administration. The project plan includes the demolition of the existing pool and facilities at Rose Park with the new aquatics center located in the general vicinity of the previous facility. Staff's goal for the project is a facility that accommodates approximately 900 guests at peaks times with features such as zero depth entry, lazy river, play features and water slides. Other amenities will include bathrooms, concessions, a party room as well as additional parking.

Staff intends to present to the City Council an item requesting approval of a contract in February for the construction phase of the project.

SPECIAL CONSIDERATIONS

In order to select the best firm for this premier project, a Request for Qualifications process took place. Eight firms submitted qualifications in response to the advertisement. A committee was formed to review the proposals including Assistant City Manager James Childers, Assistant City Manager Mindy Patterson, Interim Director of Community Services Lesli Andrews and Recreation/Senior Administrator Jeff White along with assistance from Freese & Nichols. Each committee member reviewed the proposals and ranked them on criteria such as ability to provide services, qualifications, availability, project approach, similar project experience and history of successful performance. In addition, local participation was a significant consideration. Freese & Nichols compiled the four independent rankings and the top three firms were invited to interview. After the presentation and interviews, the committee again ranked the three firms using the same criteria. Eikon had the highest score of all of the firms.

FUNDING/FISCAL IMPACT

\$1,000,000.00 is funded from voter approved General Obligation Bonds. Of the \$1,000,000.00 the design agreement is for \$561,750 which includes a basic service cost of \$487,500, an additional services cost not to exceed \$49,250 and an out of pocket not to exceed cost of \$25,000.

STAFF RECOMMENDATION

Staff recommends the City Council approve a resolution authorizing the City Manager to execute an agreement with Eikon Consulting Group, LLC. in the amount of \$561,750 for the design of the new aquatics center.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
▣ Resolution	Resolution Letter
▣ Aquatic Center Evaluation Worksheet	Backup Material
▣ Eikon Agreement	Exhibit
▣ Aquatics Center Presentation	Cover Memo

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EIKON CONSULTING GROUP, LLC.

WHEREAS, on May 9th 2015, voters approved Proposition 6 which allowed for the issuance of \$6,000,000 in General Obligation Bonds for the construction of a new Aquatics Center;

WHEREAS, this Agreement is with Eikon Consulting Group, LLC for the design, development of construction documents and construction administration;

WHEREAS, this project plan will include the demolition of the existing pool and facilities at Rose Park;

WHEREAS, the new Aquatics Center will have features of zero depth entry, lazy river, play features and water slides;

WHEREAS, this design agreement is for \$561,750 which will include a basic service cost of \$487,500, an additional services cost not to exceed \$49,250 and an out of pocket not to exceed cost of \$25,000;

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

PART 1: That the City Council authorizes the City Manager to execute an agreement with Eikon Consulting Group, LLC.

PART 2: That the design agreement is for \$561,750 which includes a basic service cost of \$487,500 and additional cost not to exceed \$49,250 and an out of pocket not to exceed cost of \$25,000.

PART 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 14th day of January, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney

A/E Services Selection Worksheet - Pre-Interview Scores

Tabulation of Scoring

City of Abilene - Rose Park Aquatic Center

Owner's Budget: \$6,000,000.00

Item	Criteria	Points								
			Brinkley-Sargent	Eikon	Parkhill, Smith & Cooper	Kimberley-Horn	Brandsetter Carroll, Inc.	Levy	Aquatics Design Group	Level 5 Design
A	Proposers Ability to Provide Services	10	10.0	9.5	9.4	4.5	7.8	9.3	7.0	4.5
B	Qualifications and Availability	15	14.3	12.5	12.0	13.5	12.3	12.0	9.8	11.5
C	Staffing Capabilities	20	16.8	17.5	16.8	18.5	15.0	14.3	13.3	13.3
D	Similar Project Experience	20	19.3	18.8	18.5	20.0	14.5	11.8	12.0	10.5
E	Project Approach	20	19.3	19.0	18.8	19.0	17.5	17.3	13.3	15.5
F	History of Successful Performance	15	13.8	13.5	14.5	13.8	11.5	12.0	7.8	7.0
Total Points			93.3	90.8	89.9	89.3	78.5	76.5	63.0	62.3

Notes

- (1) PSC - Section B - did not list personnel Section C - did not list alternative project manager and no listing of current workload Section D - Only had 2 outdoor projects that met the RFQ guidelines
- (2) Levy - Section C - did not list project manager or alternative project manager Section D - only list 1 comparable project Section F - did not have dates listed on previous projects
- (3) KH - Section A - did not mention Liabilities, Bankruptcy, Contract completions, or Violations of Laws Section B - didn't list experience with CMAR. Only stated they would use local geotech and surveying and not providing any design work to local firms.
- (4) BS - Section D - didn't list prices on similar projects.
- (5) EIKON - Section B- March 2016 construction start date? Section C - didn't list current workload or ability to perform services Section D - didn't list prices or CMAR experience
- (6) BCI - Section A - not incorporated Section C - didn't list current workload or ability to perform services Section D - only had 1 project in Texas Section F - no timeline of projects
- (7) ADG - Section A - not incorporated Section B- start date of July 2016 Section C - does the PM have LEED experience, didn't list current workload or past collaborations Section D - No prices and no work in Tx Section E - no plan of action Section F - didn't list 10 projects
- (8) Level 5 Section C - didn't identify alternate PM, didn't list current workload or staff availability Section D - Didn't list prices Section F - didn't list 10 projects

A/E Services Selection Worksheet - Post-Interview Scoring

Item	Criteria	Points	Eikon	Brinkley-Sargent	Parkhill, Smith & Cooper
A	Proposers Ability to Provide Services	10	9.8	10.0	9.4
B	Qualifications and Availability	15	14.3	14.0	12.5
C	Staffing Capabilities	20	18.3	16.8	17.5
D	Similar Project Experience	20	18.5	19.5	18.5
E	Project Approach	20	19.5	19.0	19.0
F	History of Successful Performance	15	14.5	14.8	14.5
Total Points			94.8	94.0	91.4



DESIGNING CONFIDENCE

AGREEMENT FOR CONSULTING SERVICES

January 6, 2016

Lesli Andrews
Interim Director of Community Services
City of Abilene
633 Walnut Street
Abilene, TX
P 325-676-6220
lesli.andrews@abilenetx.com

RE: Rose Park Family Aquatic Center

Dear Ms. Andrews:

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional consulting services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

General Project Description

We understand that the project includes demolition of the existing pool and facilities built in 1978 at the current location in Rose Park. We will design a new Aquatic Center approximately in the same location with amenities to include a new pool with zero depth entry, lazy river, play features, water slides, shade structures and other elements typically found in outdoor aquatic centers. We understand it is desired by the City for the new Aquatic Center to be designed to accommodate approximately 900 guests at peak times. We will make every attempt to design for that load as much as possible within the constraints of the budget. New facilities will include a bathhouse, restrooms, concessions, party room for 50 people, small office, mechanical pump and storage rooms and expanded parking. It is anticipated we will design a new entry with a drop off area and the restrooms will be accessible to the adjacent ball fields. There is an existing berm that we anticipate reconfiguring for accessibility and use for the pool. We will develop a theme and associated features with the City for incorporation into the Aquatic Center. EIKON will assist with Community outreach for informational purposes only. EIKON will engage Water Technologies, Inc. and Jacob & Martin Engineering in assistance with the Scope of Services below.

At this time we understand the project to be delivered through the CMAR process. We are including in this proposal scope and fee for the possibility CMAR is not approved by the City. Some scope such as Bidding and Negotiation and Cost Estimating may not be necessary unless a traditional Design, Bid, Build delivery method is utilized. In addition, assisting in the selection of the CMAR may not be necessary.

Scope of Services:

Schematic Design:

EIKON will develop conceptual drawings based on programming efforts with the City into a Schematic Design (SD) set so that we can establish a final layout. EIKON will assist with the selection of the CMAR (if required) during the beginning of this phase. During the SD phase the following elements will be established:

- Assist with Selection of CMAR (if required)
- Programming to Include 3 Planning Meetings
- Space Planning
- Site Layout
- Code Review
- Egress Plan
- Floor Plans
- Elevations
- Reflected Ceiling Plans
- Wall Sections
- Pool Configurations
- Aquatic Feature Selection
- Water Depths
- Pool Finish
- Pool Decks and Walkways
- Shade Plans
- Mechanical Access and Filtration Selection
- Points of Entry and Exit
- Establishment of Utilities
- Establish Geotechnical Requirements
- Establish Mechanical, Electrical, and Plumbing Requirements
- Establish Structural Systems
- Establishment of Project Schedule
- Opinion of Probable Cost (if required)

Design Development:

Design Development (DD) refines the SD to include selections of materials, components and systems and finalizes the full nature of the aquatic design area, including pools, finishes, equipment, features, systems, slides and entertainment, mechanical areas, general site layout, preliminary landscape features, structural components, and architectural features. Geotechnical Investigation and survey will be completed during this phase. If required, an opinion of probable cost will be performed and submitted.

Geotechnical Investigation

- EIKON will engage a third party subcontractor to complete borings as follows with truck mounted drilling equipment:
 - 10 borings to a depth of 25' beneath the proposed building site
 - 3 borings to a depth of 35' beneath the proposed pavement areas
 - *depths of borings may be modified depending on field conditions*
- EIKON will complete testing on the soil samples with type and amount of testing to be determined by the Engineer:

- Moisture Content, Atterberg Limits, Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight.
- Written Geotechnical Report to include:
 - Report and Recommendations for alternate foundation types, bearing values, Potential Vertical Movement estimates, boring logs and testing data and required soil modification to reduce the PVM for proposed site. Report to be completed by an Engineer licensed in the State of Texas.

Construction Documents:

The Construction Documents (CD) phase develops written and graphical instructions for use in construction. All drawings will be produced in Revit. CD's will include the following:

- Architectural Plans consisting of Code Information, Sheet Index and Area Analysis, Floor plan, Wall Sections, Reflected Ceiling Plan, Schedules.
- Mechanical Plans consisting of HVAC, Schedules and Details and Duct Work Plan.
- Electrical Plans consisting of Power Distribution Plan, Lighting Plan, Schedules and Details.
- Pool Design: consisting of Pool Plans, Pool Structural, Piping Plan and Details, Pool Mechanical, Mechanical Details, Equipment Schedule, and Control Wiring.
- Site Design: consisting of Demolition Plan, Aquatic Facility Site Overall Layout, Deck Layout, Deck Grading, Site Grading, Paving Plan and Details.
- Lighting Design: consisting of Pool Lighting and General Site Lighting.
- Landscape Architectural and Irrigation Plans will be completed to meet any ordinances as required. The pool area will have minimal if any landscaping for maintenance purposes. An Ornamental Fencing Plan will be included.
- Project Manual including all instructions to contractors as required, material specifications and project requirements.
- Opinion of Probable Cost at 90% and 100% (if required).

The site and all facilities will meet or exceed the Texas Architectural Barriers Standards and will be submitted for review and comments. The plans will also be submitted to all governing bodies for review and comments for issuance of permits. All comments will be addressed and CD's updated as required for resubmittal and approval.

Bidding and Negotiation (if required):

The Bidding and Negotiation phase includes advertising the project for bid and holding a pre-bid conference. The EIKON team will provide consultation regarding CD questions, address requested clarifications, review bids, assist in interviewing contractors and fee negotiations.

Cost Estimating (if required):

EIKON will engage a third party cost estimating firm (Halford Busby) to assist with accurately determining the opinion of probable cost at the SD, DD, 90% CD and 100% CD phases. The EIKON team will assist in this process with the Halford Busby to ensure the costs are comparable to the market.

Should the CMAR process be approved, the EIKON team will compare the costs provided with our databases for accuracy with the market. This effort is included in our fee.

Construction Administration:

Construction Administration (CA) includes observing construction for conformance with drawings and specifications, reporting of contractor performance, and continued consultation. The EIKON team will provide:

- Permitting Assistance as Required
- Review of Submittals and Shop Drawings
- Construction Kickoff Meeting
- Monthly on site Owner, Architect, Contractor (OAC) Meetings
- Ensure Distribution of Meeting Minutes
- Answering RFIs
- Clarification Drawings as Requested
- Review Payment Applications
- Managing Change Modifications
- Site Observation Reports
- Project Close Out
- Record Drawings
- Compile Engineers and Operations Maintenance Manuals
- Accessibility Inspection Coordination

Assumptions

- Client will provide necessary information for timely completion of the project.
- EIKON will not provide continuous on site observation or quality control.
- Construction Materials Testing will be the responsibility of the Client.
- EIKON's fee assumes that the project will progress in a continuous and orderly fashion and we will expedite the project as much as practical. Significant project delays through no fault of EIKON may be basis for negotiation of additional fee for professional services.
- In the event that additional work is required in connection with this project, we propose to complete the work on an hourly basis at our current rates then in effect. Prior to the start of any new work, we will identify a Scope of Work with associated tasks, submit a budgetary cost estimate, and a proposed work schedule for your approval.
- The Client will reimburse all required fees to any regulatory agencies for submission and or review.
- Changes in design outside original scope by the Client and/or the Owner/Architect after conceptual design is completed and/or after any City submittals and/or approvals will be an extra service requiring a separate proposal/extra work authorization.
- The site will not need to be re-platted.
- Clearing to obtain access to testing site to be performed by a third party.
- Use of ATV Buggy rig to access the site due to soil and site conditions may be necessary. Additional cost will be associated with this service. This will only be competed after authorization from the client.
- Maximum of one site visit will be required for location of borings. Additional site visits required due to moving of buildings on site, determination of underground utility location by the client that may require borings to be moved, or other reasons outside the control of EIKON will be invoiced hourly.

Deliverables

- EIKON will deliver three (3) sets of full size drawings to the client at Schematic Design, 50%, 90%, and 100%. Electronic PDF format of all documents will also be submitted.
- Design Review Meetings will be held after each project milestone.

Schedule

The construction documents will be completed in accordance with the requirement of completion by May 2017. EIKON will adhere to the proposed schedule presented in our SOQ with the understanding of review milestones being completed promptly and decisions made quickly. A final schedule will be established during the SD phase.

Fee

- Basic Services: Architectural, Aquatic Design, Structural, Civil, Survey, Mechanical, Electrical, Plumbing and Construction Administration are to be based on a percentage of the total construction cost (to be adjusted at the last billing when the actual costs are determined): **9.75% x Construction Costs (assumed \$5,000,000.00)**

Basic Services Sub Total: \$487,500.00

Additional Services:

Geotechnical = \$13,250.00

Landscape Architecture = \$11,700.00

CMAR Selection Assistance (if using CMAR) = \$4,500.00

Bidding and Negotiation (if not using CMAR) = \$9,800.00

Cost Estimating (if not using CMAR) = \$10,000.00

Additional Services Sub Total: \$49,250.00

TOTAL: \$536,750.00

Out of pocket expenses will be billed at cost plus 10%. Reimbursable expenses such as costs of copies of drawings and reports, digital scans, printing, graphic boards or models, mileage and accommodations will be billed with a maximum not to exceed **\$25,000.00**

Invoices are processed monthly and are based on percentage of completion of each phase accordingly. Invoices are to be paid within 30 days after the delivery of an invoice from EIKON.

It is understood City of Abilene will issue a contractual agreement for EIKON's signature upon approval by the City Council.

Thank you for selecting EIKON for your consulting services. We look forward to working with you and your staff on this project. Please contact us if you have any questions.

Sincerely,



Brad Isbell, P.E.
President



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

Resolution: Authorizing a New Water Supply Contract with the City of Buffalo Gap.

SUBJECT: *(Taylor)*

GENERAL INFORMATION

The City of Abilene (Abilene) has been a regional water supplier to the surrounding Cities and communities of this region for many years. The existing and projected water demands of Abilene's wholesale customers are included in the Abilene's water planning strategies. Abilene continues to identify and develop future water supply sources. The costs of evaluating, planning, and developing for future water needs and for maintaining and operating Abilene's water supply infrastructure is funded in large part by water sales revenue based on the established schedule of rates and fees and is shared by all potable water customers including Abilene's wholesale customers.

At this time Abilene has a water supply contract with the Steamboat Mountain Water Supply Corporation (SMWSC). That contract allows the SMWSC to supply potable water to the City of Buffalo Gap (BG) and the Tuscola-Taylor County Water Control Improvement District No. 1 (Tuscola), which generally consists of the City of Tuscola. Those three entities have verbally agreed that BG and Tuscola will each pursue individual water supply contracts directly with Abilene for its respective water supply.

Abilene has received a written request from BG, dated December 22, 2014, requesting that BG contract directly with Abilene for a direct connection to Abilene's Public Water Supply as a wholesale water customer. BG is requesting a contract quantity of 50 million gallons per year, and a maximum take rate of 500 gallons per minute (gpm).

SPECIAL CONSIDERATIONS

The greater BG area includes an unincorporated area served by the Gap Water public water supply system (Gap Water). Gap Water is struggling to meet its customer's demands using groundwater wells. It is anticipated that at some point in the near future BG will either directly or indirectly provide the total water supply demands of Gap Water. The requested contract quantity is sufficient to meet the anticipated needs of both BG and Gap Water. The new water supply contract will be worded so to stipulate that the Base Contract Amount will be 25 MGY for serving only the customers of BG, and the Base Contract Amount will be 50 MGY only when BG is contracted to supply the total water needs of both BG and Gap Water. The Abilene City Manager must approve of the deed or contract document between BG and Gap Water before the greater Base Contract Amount would be made available to BG.

Note that Abilene is already indirectly supplying BG through the SMWSC. As a result of this water supply

contract Abilene will realize an increase in water supply contractual obligations of either 25 MGY or 50 MGY.

FUNDING/FISCAL IMPACT

Assuming that the Gap Water system utilizes 20,000,000 gallons of potable water annually, City Staff anticipates new expenses for producing the water of \$13,200 and new revenue of about \$97,200 annually.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Resolution authorizing new water supply contract with City of Buffalo Gap	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A NEW WATER SUPPLY CONTRACT BETWEEN THE CITY OF ABILENE AND THE CITY OF BUFFALO GAP

WHEREAS, The City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the Steamboat Mountain Water Supply Corporation, which has a contract to supply potable water to the City of Buffalo Gap, Texas (Buffalo Gap); and

WHEREAS, Buffalo Gap owns and operates a potable water distribution system serving its customers existing within Buffalo Gap, and Buffalo Gap also provides potable water on an emergency basis to the adjacent Gap Water public water supply which serves an unincorporated area east of Buffalo Gap; and

WHEREAS, Buffalo Gap desires to connect directly to the City of Abilene Public Water Supply and purchase potable water directly from City in sufficient quantities to meet the water demands of Buffalo Gap and to additionally meet the water demands of Gap Water; and

WHEREAS, Buffalo Gap contracted with a Professional Engineer to evaluate the Buffalo Gap public water supply, and the Engineer determined that it is feasible for Buffalo Gap to connect to the City's public water supply and for Buffalo Gap to build storage, pump, and pipeline facilities to transport the water from City to Buffalo Gap; and

WHEREAS, Buffalo Gap has submitted a formal request for a wholesale Water Supply Contract with City having a Base Contract Amount of 50 million gallons per year and a Maximum Take Rate of 500 gallons per minute; and

WHEREAS, City staff did evaluate the Purchaser's request for a new water supply contract having a Base Contract Amount of 50 million gallons per year and has determined that City has a sufficient water supply to meet the new demands of Purchaser; and

WHEREAS, City staff recommends that the water supply contract be drafted so that the Base Contract Amount is 25 million gallons per year to serve Buffalo Gap only, and an increase in the Base Contract Amount to 50 million gallons per year upon an executed deed or water supply contract between Buffalo Gap and Gap Water, as approved by the Abilene City Manager; and

WHEREAS, it is required that the Abilene City Council and the Buffalo Gap City Council must each approve of a new Water Supply Contract.

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

Part 1: That the City of Abilene City Manager is hereby authorized to execute a new Water Supply Contract between the City of Abilene and the City of Buffalo Gap having a Base Contract Amount of 25 million gallons per year, with an increase to 50 million gallons per year as described in Part 2 below, and a Maximum Take Rate of 500 gallons per minute.

Part 2: That the new Water Supply Contract between City of Abilene and City of Buffalo Gap shall stipulate that the City of Buffalo Gap shall either establish ownership of the Gap Water service area or execute a water supply contract with Gap Water, approved by the Abilene City Manager, before Buffalo Gap can supply up to 50 million gallons per year to Buffalo Gap and Gap Water.

ADOPTED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED :

City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

Resolution: Authorizing a New Water Supply Contract with the Tuscola-Taylor County
SUBJECT: WCID No. 1. *(Taylor)*

GENERAL INFORMATION

The City of Abilene (Abilene) has been a regional water supplier to the surrounding Cities and communities of this region for many years. The existing and projected water demands of Abilene's wholesale customers are included in the Abilene's water planning strategies. Abilene continues to identify and develop future water supply sources. The costs of evaluating, planning, and developing for future water needs and for maintaining and operating Abilene's water supply infrastructure is funded in large part by water sales revenue based on the established schedule of rates and fees and is shared by all potable water customers including Abilene's wholesale customers.

At this time Abilene has a water supply contract with the Steamboat Mountain Water Supply Corporation (SMWSC). That contract allows the SMWSC to supply potable water to the City of Buffalo Gap (BG) and the Tuscola-Taylor County Water Control Improvement District No. 1 (Tuscola), which generally consists of the City of Tuscola. Those three entities have verbally agreed that BG and Tuscola will each pursue individual water supply contracts directly with Abilene for its respective water supply.

Abilene has received a written request from Tuscola, dated January 19, 2015, requesting that Tuscola contract directly with Abilene for a direct connection to Abilene's Public Water Supply as a wholesale water customer. Tuscola is requesting a contract quantity of 30 million gallons per year (MGY), and a maximum take rate of 300 gallons per minute (gpm).

SPECIAL CONSIDERATIONS

Note that Abilene is already indirectly supplying Tuscola through the SMWSC. As a result of this water supply contract Abilene will realize an increase in water supply contractual obligations of 30 MGY.

FUNDING/FISCAL IMPACT

City Staff does not anticipate a financial impact associated with this new water supply contract.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the new water supply contract with Tuscola as

described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

	Description	Type
▣	Resolution authorizing a new water supply contract with Tuscola-Taylor County WCID No. 1	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A NEW WATER SUPPLY CONTRACT BETWEEN THE CITY OF ABILENE AND THE TUSCOLA-TAYLOR COUNTY WATER CONTROL IMPROVEMENT DISTRICT NO. 1

WHEREAS, The City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the Steamboat Mountain Water Supply Corporation, which has a contract to supply potable water to the Tuscola-Taylor County Water Control Improvement District No. 1 (Tuscola); and

WHEREAS, Tuscola owns and operates a potable water distribution system serving its customers existing within the City of Tuscola, Texas; and

WHEREAS, Tuscola contracted with a Professional Engineer to evaluate the Tuscola public water supply, and the Engineer determined that it is feasible for Tuscola to connect to the City's public water supply and for Tuscola to build storage, pump, and pipeline facilities to transport the water from City to Tuscola; and

WHEREAS, Tuscola has submitted a formal request for a wholesale Water Supply Contract with City having a Base Contract Amount of 30 million gallons per year and a Maximum Take Rate of 300 gallons per minute; and

WHEREAS, City staff did evaluate the Purchaser's request for a new water supply contract having a Base Contract Amount of 30 million gallons per year and has determined that City has a sufficient water supply to meet the new demands of Purchaser; and

WHEREAS, it is required that the Abilene City Council and the Board of Directors of Tuscola must each approve of a new Water Supply Contract.

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

Part 1: That the City of Abilene City Manager is hereby authorized to execute a new Water Supply Contract between the City of Abilene and the Tuscola-Taylor County Water Control Improvement District No. 1 having a Base Contract Amount to 30 million gallons per year and a Maximum Take Rate of 300 gallons per minute.

ADOPTED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED :

City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

SUBJECT: Resolution: Authorizing the City Manager to execute Addendum I to the Water Supply Contract with the City of Lawn. (Taylor)

GENERAL INFORMATION

The City of Abilene (Abilene) has been a regional water supplier to the surrounding Cities and communities of this region for many years. The existing and projected water demands of Abilene's wholesale customers are included in the Abilene's water planning strategies. Abilene continues to identify and develop future water supply sources. The costs of evaluating, planning, and developing for future water needs and for maintaining and operating Abilene's water supply infrastructure is funded in large part by water sales revenue based on the established schedule of rates and fees. Those costs are shared by all potable water customers including Abilene's wholesale customers.

At this time Abilene has an existing water supply contract with the City of Lawn (Lawn). The current contract quantity is 25 million gallons per year (MGY), and the maximum take rate is 300 gallons per minute. The current contract quantity is not sufficient to meet the total customer demand of Lawn's public water supply. To date Lawn has not connected to Abilene's public water supply.

Abilene has received a written request from Lawn, dated November 18, 2014, requesting that the existing water supply contract with Abilene be amended to increase the contract quantity to 100 MGY. The maximum take rate of 300 gallons per minute would not be modified. City staff recommends that 50 MGY is a more appropriate quantity to meet the water supply demands of Lawn. The written resolution authorizes the City Manager to execute Addendum I to the water supply contract with Lawn increasing the Base Contract Amount to 50 MGY.

SPECIAL CONSIDERATIONS

Lawn currently owns and operates a surface water treatment plant taking raw water from Lake Coleman and supplying treated water to customers within Lawn and to rural customers located between Lawn and Lake Coleman. For the past several years Lawn has struggled to operate and maintain its public water supply in compliance with state and federal regulations. The Texas Commission on Environmental Quality is pressuring Lawn to find a reliable treated water supply source sufficient to meet all of Lawn's potable water needs. Addendum I will provide Lawn with all of its treated water needs and will allow Lawn to proceed with the construction of pipeline and pumping facilities necessary to transport treated water from Abilene to Lawn. Note that Abilene is already contractually obligated to supply Lawn with 25 MGY of treated water. As a result of Addendum I Abilene will realize an increase in water supply contractual obligations of 25 MGY. Lawn has secured funding necessary to install storage tank, pumps, and pipeline facilities.

FUNDING/FISCAL IMPACT

Assuming that Lawn utilizes 45,000,000 gallons of potable water annually, City Staff anticipates new expenses of \$29,700 for producing the water and new revenue of about \$218,700 annually.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the written resolution as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ resolution authorizing Addendum I to the water supply contract with the City of Lawn	Cover Memo
▣ Addendum I to the water supply contract with the City of Lawn	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING AN AMENDMENT TO THE EXISTING WATER SUPPLY CONTRACT BETWEEN THE CITY OF ABILENE AND THE CITY OF LAWN BY INCREASING THE BASE CONTRACT AMOUNT

WHEREAS, The City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the City of Lawn (Lawn); and

WHEREAS, Lawn owns a surface water treatment plant and a potable water distribution system serving its customers existing within Lawn and rural customers existing outside of Lawn; and

WHEREAS, there exists a Water Supply Contract between the City and Lawn allowing Lawn to connect to Abilene's Public Water Supply (PWS) and describing a Base Contract Amount of 25 million gallons per year of treated water; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) requires that the Lawn PWS be operated and maintained in compliance with applicable federal and state regulations, and the TCEQ is encouraging Lawn to contract with a wholesale treated water supplier for Lawn's entire treated water demands; and

WHEREAS, Lawn contracted with a Professional Engineer to evaluate the Lawn public water supply, and the Engineer determined that it is feasible for Lawn to build storage, pump, and pipeline facilities to transport water from City to Lawn; and

WHEREAS, and the Engineer recommends that the existing water supply contract between City and Lawn be amended to increase the Base Contract Amount to 50 million gallons per year, and Lawn did make a formal request to City to amend the existing water supply contract; and

WHEREAS, City staff did evaluate the Purchaser's request to increase the Base Contract Amount up to 50 million gallons per year and has determined that City has a sufficient water supply to meet the increased demands of Purchaser; and

WHEREAS, it is required that the Abilene City Council and the Lawn City Council must each approve of a modification to the existing Water Supply Contract in order to establish the Base Contract Amount at 50 million gallons per year; and

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

Part 1: That the City of Abilene City Manager is hereby authorized to execute Addendum I to the existing Water Supply Contract between the City of Abilene and the City of Lawn thus approving the increase in the Base Contract Amount to 50 million gallons per year.

Part 2: All other terms, provisions, and obligations in the Water Supply Contract made on April 27, 2007 remain in force full and effect.

ADOPTED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED :

City Attorney

**ADDENDUM I
TO WATER SUPPLY CONTRACT
WITH THE CITY OF LAWN**

WHEREAS, the City of Abilene, Texas (“CITY”) and the City of Lawn, Texas (“PURCHASER”) have entered into a Water Supply Contract made on April 27, 2007 whereby CITY has agreed to sell and provide water to PURCHASER for rural residential and rural agricultural uses; and

WHEREAS, City owns and operates the Hargesheimer Water Treatment Plant, located south of City, and it owns certain sections of the former Abilene Southern Railroad Right of Way extending south from City to a location near Ovalo, TX; and

WHEREAS, Purchaser owns and operates a water treatment plant and a potable water distribution system serving customers within its city limits and rural customers residing outside of its city limits; and

WHEREAS, Purchaser contracted with a Professional Engineer to evaluate its public water supply, and the Engineer recommended that Lawn contract with a wholesale treated water supplier for Lawn’s entire treated water demand, and the Base Contract Amount of the existing water supply contract is not sufficient to meet all of the water demands of Lawn; and

WHEREAS, Purchaser is requesting that the existing water supply contract be amended to increase the Base Contract Amount from 25 million gallons per year to 50 million gallons per year; and

WHEREAS, City staff did evaluate the Purchaser’s request to increase the Base Contract Amount up to 50 million gallons per year and has determined that City has a sufficient water supply to meet the increased demands of Purchaser; and

WHEREAS, pursuant to Section I.B., the Abilene City Council and the Lawn City Council must each approve of a modification to the Water Supply Contract ; and

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. Section II.B. of the Water Supply Contract is amended to increase the Base Contract Amount by striking the words “25,000,000 gallons per Water Year” and insert the words “50,000,000 gallons per Water Year”.
2. All other terms, provisions, and obligations in the Water Supply Contract made on April 27, 2007 remain in full force and effect.

WITNESS OUR HANDS THIS ____ DAY OF _____, 2016.

CITY OF ABILENE, TEXAS

CITY OF LAWN

By: _____
City Manager

By: _____
Mayor

ATTEST:

City Secretary

City Secretary

APPROVED AS TO FORM:

City Attorney

City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director of Water Utilities

SUBJECT: Resolution: Authorizing a Change Order to the Contract with Pepper Lawson Waterworks LLC. for the Ivie Intake Pump Station Floating Pump Station. *(Taylor)*

GENERAL INFORMATION

The ongoing drought has had a significant impact on water levels in the O.H. Ivie Reservoir. The current level of the reservoir is 1505.60 ft (Mean Sea Level) or 12.6% capacity and water levels continue on a downward trend. The Raw Water Pump Station which provides water from the O.H. Ivie Reservoir to the Hargesheimer Water Treatment Plant currently utilizes two raw water pumps. These pumps have the ability to pump water to the Hargesheimer Water Treatment Plant until water levels reach 1492.0 ft. Although the existing pumps will not be capable of pumping water below the 1492.0 ft level, an estimated 5 to 10 feet of water will still be available under the pump station which can be sent to the Hargesheimer Water Treatment Plant. The installation of floating pumps at the O.H. Ivie Raw Water Pump Station will provide the City with the ability to continue to supply the Hargesheimer Water Treatment Plant with raw water until the supply of raw water around the Raw Water Pump Station has been exhausted. Additionally, once the reservoir has filled or the raw water supply has been exhausted, these floating pumps can be disconnected from the pump station and utilized by the City at other locations if needed or stored for future use.

This project is a part of Abilene's Short Term Drought Response Strategy. This project will extend the timeframe for which Abilene has access to raw water from Lake O.H. Ivie while under this extreme and extended drought condition. The continued operation of the Ivie Pipeline System and the Hargesheimer Water Treatment Plant are dependent of having available water from Lake O.H. Ivie.

SPECIAL CONSIDERATIONS

Equipment procurement and installation for the floating pumps will be performed by Pepper Lawson Waterworks, LLC, under the Construction Manager at Risk contract for the Hamby Water Reclamation Facility, Phase II. Work will be authorized by a Change Order to the Pepper Lawson contract. Cost of the work is not included in the Guaranteed Maximum Price for the Hamby facility; it will be paid from cash reserves in the Water Utility Fund. The proposal from Pepper Lawson Waterworks for the installation of the floating pump station has a cost of \$826,000.

FUNDING/FISCAL IMPACT

The Water Department proposes to fund this project using Water Department cash reserves unrestricted, designated for capital improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the change order as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
□ Resolution authorizing a change order to the contract with Pepper Lawson Water Works for the Ivie Floating Pump Station	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH PEPPER LAWSON WATERWORKS, LLC FOR THE IVIE INTAKE FLOATING PUMP STATION

WHEREAS, this region of Texas has experienced extended severe drought conditions which has significantly impacted available water supplies, and in response the City of Abilene (Abilene) did develop a Short Term Drought Response Strategy (DRS) to identify projects that would improve its available water supply; and

WHEREAS, on September 12, 2013 the Abilene City Council authorized a contract with Pepper Lawson Waterworks, LLC (PLWW) to serve as the Construction Manager at Risk for the Hamby Wastewater Treatment Plant Improvements – Phase II project (Project), and that project included extensive treatment process improvements and an Advanced Treatment Facility to supplement the available water supply from Lake Fort Phantom Hill; and

WHEREAS, Abilene has authorized PLWW to perform certain other tasks associated with Abilene’s Drought Response Strategy including the installation of equipment at the Hargesheimer Water Treatment Plant; and

WHEREAS, Lake O.H. Ivie has not received substantial inflows for an extended period of time and therefore the surface elevation has dropped significantly, and the resulting low lake levels may require the use of a floating pump station in order to extend the operation of the Ivie Pipeline System and the Hargesheimer Water Treatment Plant; and

WHEREAS, the Drought Response Strategy includes the installation of a floating pump station at the Ivie Intake Pump Station, and the continuing drop in water surface elevation has triggered the need to install a floating pump station; and

WHEREAS, the Engineering Team led by Enprotec/Hibbs & Todd, Inc. has designed a floating pump station, and PLWW has submitted a proposal to construct the floating pump station, and Change Order #3 is Abilene’s authorization for PLWW to construct the floating pump station at a cost of \$826,000; and

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

That the Abilene City Manager is authorized to execute change order #3 to the existing contract with PLWW in the amount of \$826,000 for the construction of the Ivie Intake Floating Pump Station.

ADOPTED this 14th day of January, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager
FROM: Doug Wrenn, Assistant Police Chief

**Resolution: Public Safety Software Technology Purchase for the Police and Fire
SUBJECT: Department. (*Wrenn/Bell*)**

GENERAL INFORMATION

The current technology used by the Police and Fire departments was originally installed in 2006. It helps serve the critical public safety needs in our community. This software system includes our Computer Aided Dispatch, our Mobile Software in the vehicles, and our Records Management System. There are also associated servers that store the data from these software systems. We are in need of replacing critical components from both the hardware and software aspects. Currently the servers are beyond their life cycle and the our software is requiring patch type fixes in order for it to run on modern computers. We recognize the fact that our servers no longer have replacements parts available on the regular market and believe the replacement of this equipment is mission critical.

A committee was formed prior to the 15/16 budget year to analyze our cost options in upgrading this public safety technology. As part of the committee's role, we also took into consideration the lack of current efficiency inherent within our current technology. The committee evaluated several vendors while keeping cost in mind as well as insuring that the system would move both agencies forward technologically. The committee believes that Spillman Technologies offers significant improvements to our current methodologies.

SPECIAL CONSIDERATIONS

Spillman Technologies utilizes the Texas Department of Information Resources (DIR) to facilitate this purchase through contract pricing.

FUNDING/FISCAL IMPACT

The Fiscal 2015 budget included \$500,000 for this project. The remainder of the purchase will be paid with an interfund loan. There are still some anticipated expenses (both hardware and software related) through 3rd party providers that will occur outside of this purchase.

STAFF RECOMMENDATION

Staff recommends approval of this resolution authorizing the purchase of this public safety technology.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution Letter
☐ Funding Justification	Backup Material
☐ Exhibit B - Pricing Agreement	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY OF ABILENE TO ENTER INTO A PUBLIC SAFETY SOFTWARE AND HARDWARE TECHNOLOGY CONTRACT WITH SPILLMAN TECHNOLOGIES.

WHEREAS, the current software technology used by the Police and Fire Departments was purchased and installed in 2006; and

WHEREAS, the current software system includes the City's Computer Aided Dispatch, Mobile Software in vehicles, and Records Management Systems; and

WHEREAS, the current support servers are beyond their life cycle and no longer have replacement parts, and the current software is requiring patch type fixes in order to run successfully on modern computer hardware; and

WHEREAS, after review of several vendors who provide needed software and hardware technology, the product provided by Spillman Technologies offers significant improvements to our current systems.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS:

PART 1. That the City Manager is authorized to execute all necessary documents to enter into a Public Safety Technology contract with Spillman Technologies.

ADOPTED this 14th day of January 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

City Attorney



**APPENDIX D
TO DIR CONTRACT NO. DIR-TSO-3370**

Texas DIR



Purchase and License Agreement

Spillman[®]

Purchase and License Agreement

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Purchase and License Agreement

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

Spillman Technologies, Inc. ("Spillman")
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

City of Abilene ("Customer")
555 Walnut Street
Abilene, TX 79604

Customer desires to purchase from Spillman licenses for certain Spillman software, technical services, maintenance services, and third party hardware, software and services, as set forth in Exhibit B (Purchased Products and Services), and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of DIR Contract No. DIR-TSO-3370 and this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.
- 1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit B (Purchased Products and Services) and Exhibit C (Existing Interfaces - Technical Product Documents) or subsequently licensed by Customer pursuant to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A (Maintenance and Support Agreement)). Software

specifically excludes Third Party Software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

- 1.4 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A (Maintenance and Support Agreement), and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctpertl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Technical Services and Third Party Products

- 2.1 **Technical Services.** Customer agrees to purchase the Spillman technical services listed in Exhibit B (Purchased Products and Services).
- 2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit B (Purchased Products and Services). Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

Section 3: License

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B (Purchased Products and Services), Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement (including the restrictions with respect to Utilities set forth in Section 10).
- 3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of DIR Contract No. DIR-TSO-3370 and this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

- 4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facilities, including any authorized mobile sites. Customer shall give Spillman two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed; provided that if an immediate change in location is required due to an emergency or disaster recovery, Customer will notify.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy or electronic copy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of DIR Contract No. DIR-TSO-XXXX and this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B (Purchased Products and Services). All invoices will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370 and payment will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370.
- 5.2 **Taxes.** Taxes will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370.

Section 6: Support

- 6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of DIR Contract No. DIR-TSO-3370 and the Support Agreement attached as Exhibit A (Maintenance and Support Agreement) hereto.

Section 7: Customer Responsibilities

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A (Maintenance and Support Agreement), and is familiar with the information, calculations, and reports that serve as input and output of the Software.
- 7.2 **Spillman Support Contact.** Agency personnel who are authorized to contact Spillman support are listed in Appendix 1, as referenced in Section 6 of Exhibit A (Maintenance and Support Agreement). Spillman reserves the right to refuse assistance or to charge additional fees if the agency representative seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.
- 7.3 **Additional Components.** All items listed in Exhibits B and E will be supported by Spillman for 2 years per the terms of this initial Agreement, with the exception of DL scanners which will be covered with a 15 month full product warranty. Other components (hardware and/or software) not provided by Spillman may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing between the two parties upon notice and negotiation.
- 7.4 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in an environment and according to the specifications for the equipment as specified by its manufacturer.
- 7.5 **Data Conversion Services.** Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software, except as listed in Exhibit B (Purchased Products and Services) and detailed in a data conversion scope of work.
- 7.6 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

- 8.1 **Third Party Access and Queries.** Customer currently allows the following agencies access data for query only purposes: Taylor County Sheriff's Office; FBI; and Abilene Christian University Police Department. Spillman authorizes the continuation of such access by those agencies. Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal

business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

- 8.2 Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 8.4 No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 8.5 Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software at a time and in a manner agreed to in writing in advance by Customer and Spillman, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 Confidentiality Terms.** To the extent allowable under the Texas Public Information Act, each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 9.2 Restrictions on Disclosure.** To the extent allowable under the Texas Public Information Act, Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 10: Utilities; Restrictions on Usage

- 10.1 Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. With the exception of ODBC, customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.
- 10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

- 11.1 **Functionality.** Spillman warrants for a period of 12 months (the "Warranty Period"), and for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman. The Warranty Period will begin upon the earlier of (i) the date of Customer's cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date. This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.
- 11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.
- 11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes

whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 Limitation of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

11.5 Limitation of Liability. Limitation of liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3370.

11.6 Indemnification. Indemnification will be handled in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3370.

Section 12: Term of Agreement; Termination

12.1 Term of Agreement. Customer's license of the Software shall become effective upon the execution of this Agreement for a twelve (12) month term and shall have three (3) one (1) year renewal options to be exercised by Customer providing thirty day written notice to Vendor prior to the then-expiration.

12.2 Support Required. Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

12.3 Effect of Termination. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Subject to record retention laws and policies, promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Subject to record retention laws and policies, Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding undisputed payment obligations under this Agreement up to termination will be due. The terms of Sections 2.2, 3.2, 5.2, 9, 10.3, 11.4, 11.5, 11.6, 12.3 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

13.1 Entire Agreement – Amendment. DIR Contract No. DIR-TSO-3370 and this Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other

subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.

- 13.2 Assignment.** Assignments will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3370.
- 13.3 Governing Law.** This Agreement will be governed by the laws of the state of Texas, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of state courts located in Travis County, Texas with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the state of Texas.
- 13.4 No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- 13.5 Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than four (4) years after such cause of action occurred.
- 13.6 Notices.** Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3370.
- 13.7 Severability.** If any term of DIR Contract No. DIR-TSO-3370 or this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 13.9 Force Majeure.** Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3370.
- 13.10 Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

Spillman desires that Customer be confident that the Software will suit Customer's needs. Although Customer must make that determination, Spillman is prepared to fully discuss the Software with Customer and answer questions. By executing this Agreement, Customer acknowledges that it has been given an adequate opportunity to investigate Customer's computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved by:

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: **Vice President** _____

Date: _____

Exhibit A Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and the City of Abilene, Texas ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Central Time, Monday through Friday, excluding regularly scheduled holidays of Spillman. Spillman offers 24x7 coverage at no charge to customer for the period of 6 months post the Go-live date for the project.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Four (4) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall have three (3) one (1) year renewal option unless terminated pursuant to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
 - 2.1.1 The License Agreement must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman, along with customer's administration, reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors that require significant programming on Spillman's part in any version of the Software other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman will not charge for enhancements to existing modules the Customer owns and has in operation. Spillman reserves the right to require additional license fees for major Enhancements upon DIR approval and subject to Customer's agreement after explanation of what the major Enhancements are and why they are necessary. Spillman shall provide Customer with

one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Appendix C of DIR Contract No. DIR-TSO-3370 and Spillman's current Fee Schedule. These releases and upgrades are very intuitive and come with all necessary training materials. Phone support or web conferences are available to answer questions if needed. Your Texas users group is also a great avenue of support.

Spillman's Fee Schedule

- On-Site Support Calls (Travel Time and On-Site Work) \$165.00/hour + Travel Expenses, Per Diem
- After Hours Support Calls - $(\$165.00 \times 1.5) = \$247.50/\text{hour}$
- After Hours Support Calls (Sundays & Holidays) - $(\$165.00 \times 2.0) = \$330.00/\text{hour}$

- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are specifically NOT covered by this Support Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system. Spillman will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Customer for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Spillman's sole option, in avoidance of warranties, an increase

in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

- 4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 Onsite service visits to Customer's facility.
- 4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one authorized representative, as specified in Appendix 1, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.
- 5.5 Customer is responsible for providing all network and server security.

- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:

- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. If applicable, UNIX Fundamentals Training (AIX),
- iv. Basic System Administration, and
- v. Spillman training applicable for the Spillman applications used by Customer.

- 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

- 6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.

- 6.4 Requests for support services received by anyone other than an authorized agency representative as identified in the current Appendix 1 on file with Spillman, will be refused.

- 6.5 Each designated agency representative must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in Appendix C of DIR Contract No. Dir-TSO-3370 and Exhibit B: Purchased Products and Services, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, upon DIR approval, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Appendix C of DIR Contract No. DIR-TSO-3370 and Exhibit B: Purchased Products and Services, are charged beginning the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, DIR-approved adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the undisputed invoiced amounts in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to Appendix C of DIR Contract No. DIR-TSO-3370 and the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours. Spillman's support team will work on support calls during normal coverage hours, (Central Time). If additional time is needed outside of those coverage hours, Spillman will advise customer if additional charges may apply. Spillman agrees any charges that may apply will be by the hour on an hour by hour basis and not a cumulative estimated total.

Spillman's Fee Schedule

- On-Site Support Calls (Travel Time and On-Site Work) \$165.00/hour + Travel Expenses, Per Diem
 - After Hours Support Calls - ($\$165.00 \times 1.5$) = \$247.50/hour
 - After Hours Support Calls (Sundays & Holidays) - ($\$165.00 \times 2.0$) = \$330.00/hour
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all pre-approved labor, travel, and related expenses incurred by Spillman in providing such support services. Travel reimbursements will be in accordance to the Texas Travel Management Guide as provided by the Texas Comptroller of Public Accounts.
- 7.6 Additional Support Fees may be required by Spillman if there is 33% rapid growth in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3370. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

- 8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3370.

Section 9: General

- 9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Appendix 1
Authorized Agency Technical Representative(s)
Contact Information

See Section 6 of the Support Agreement for a description of representative responsibilities and authorized activities, including authorization for system changes and operation.

Name: _____

Work Phone: _____

Cell Phone: _____

Email: _____

Exhibit B
Purchased Products and Services

Exhibit B: Purchased Products and Services

Abilene Police & Fire Department, TX

DIR-TSO-3370

Price Estimate Date: December 9, 2015

Estimate Number:

QUO-07748-Q5H5Z0

Expiration Date: December 31, 2015

Prepared By:

Todd Jorgensen

Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees.
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

Purchase Price

Software:	1,118,324.00
Discount:	-76,097.00
Total Software:	1,042,227.00
Professional Services:	143,040.00
3rd Party Hardware:	141,075.00
Data Conversion:	58,650.00
Total:	<u>\$1,384,992.00</u>

Exhibit B: Purchased Products and Services

Abilene Police & Fire Department, TX

DIR-TSO-3370

Price Estimate Date: December 9, 2015

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Todd Jorgensen

Integrated Hub	License	Software
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center	Site	134,634.75
Hub Total:		\$134,634.75

Records Management	License	Software
Evidence Management	Site	24,571.00
Evidence Barcode & Audit Interface	Site	Included
Law Records	Site	62,103.00
Sex Offender Management	Site	16,380.75
Records Total:		\$103,054.75

Computer-Aided Dispatch	License	Software
CAD	Site	86,475.75
CAD Mapping	Site	46,889.25
E-911 Interface	Site	14,887.50
Statelink - NCIC/TDEX Interface	Site	41,062.00
ProQA Medical Interface	Site	20,862.00
Response Plans	Site	27,304.50
Premises & Hazmat	Site	16,380.75
CAD Total:		\$253,861.75

Mobile	License	Software
Mobile Records	Site	98,162.25
Mobile AVL Mapping	Site	Included
Mobile State & Local Query	Site	Included
Mobile Voiceless Dispatch	Site	Included
Mobile Incident/Offense Form	Site	38,542.50
Mobile Total:		\$136,704.75

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Abilene Police & Fire Department, TX

DIR-TSO-3370

Price Estimate Date: December 9, 2015

Estimate Number:

QUO-07748-Q5H5Z0

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Prepared By:

Todd Jorgensen

Spillman Additional Modules/Interfaces	License	Software
Pin Mapping	Site	23,799.00
Traffic	Site	23,799.00
Vehicle Impound	Site	12,791.00
HipLink Paging	175	27,873.00
Zetron Paging	Site	23,799.00
Incode Interface	Site	30,311.00
DL Scanning	Site	11,901.00
Mobile Premises & Hazmat	Site	11,901.00
Mobile Quickest Route	Site	19,833.00
Spillman Touch	Site	39,671.00
TX Crash Report	Site	63,095.00
Imaging	Site	39,671.00
CopLogic Interface	Site	8,094.00
Pictometry Interface	Site	11,901.00
CompStat Dashboard	Site	85,550.00
Fire/EMS Service Pack	Site	7,579.00
Spillman CAD to Firehouse Mobile interface:	Site	48,500.00
<p>Spillman will create a CAD API that FireHouse Mobile will use in order to update unit statuses, call comments and AVL information* within Spillman CAD. FireHouse Mobile will also be able to query Call Comments, Units' Next Status, Unit Information**, and CAD Call Information*** using the proposed API. All other data needed will come from the existing interface FireHouse interface.</p> <p>*AVL data elements that the API will accept are: Device ID, Latitude, Longitude, Heading, Speed, and Status.</p> <p>**Unit data elements that the API will return are: Unit Number, Unit Type, Agency, Zone, Unit Status, Station, and Shift.</p> <p>***CAD Call data elements that the API will return are: Long-Term Call ID, Active Call Number, Nature, Type, Priority, Address, City, Zones, Contact, Contact Telephone, Contact Address, and Call Comments.</p>		
Spillman Additional Modules/Interfaces Total:		\$490,068.00

Exhibit B: Purchased Products and Services

Abilene Police & Fire Department, TX

DIR-TSO-3370

Price Estimate Date: December 9, 2015

Estimate Number:

QUO-07748-Q5H5Z0

Expiration Date: December 31, 2015

Prepared By:

Todd Jorgensen

Hardware/3rd Party Products	Quantity	Price
911 Etherlite	1	425.00
Barcode Equipment Bundle	1	2,286.00
Includes:		
Datalogic Memor Scanner – Part # 944250005		
Datalogic Cradle – Part # 94A151111		
Datalogic Gryphon USB Scanner – Part # GD4330		
Zebra GK420t Thermal Transfer Printer - Part # GK42-102210-000		
2.25" x 1.25" Thermal Transfer Polyester label		
2.5" x 1.5" Thermal transfer polyester label. 1.5" inner core, 4.37" outer diameter		
DL Scanners E-Seek M250	70	\$27,454.00
DELL System Servers – See Exhibit F for Detailed Server Quote	1	\$79,901.00
HipLink Paging software		\$31,009.00
Hardware/3rd Party Total		\$141,075.00

Professional Services	Price
<ul style="list-style-type: none"> • Spillman anticipates your Project Manager will provide up to 615 hours and be on-site approximately 7 time(s). • Spillman anticipates your Installation Technician will provide up to 475 hours and be on-site approximately 2 time(s). • Spillman anticipates your Trainer(s) will provide up to 633 hours and be on-site approximately 27 time(s). <ul style="list-style-type: none"> ○ CAD Admin Training ○ Jail Admin Training ○ Geobase Admin Training ○ Project Team Training ○ Go-live Project Management ○ CAD Go-live Training ○ RMS Go-live Training 	
Professional Services Total:	\$143,040.00

Data Conversion	Price
See Exhibit E – Data Conversion for detailed SOW	58,650.00
Data Conversion Total:	\$58,650.00

This quote is confidential and proprietary information to Spillman Technologies, Inc. © 2012



Exhibit B: Purchased Products and Services

Abilene Police & Fire Department, TX

DIR-TSO-3370

Price Estimate Date: December 9, 2015

Estimate Number:

QUO-07748-Q5H5Z0

Expiration Date: December 31, 2015

Prepared By:

Todd Jorgensen

Payment Terms	Percentage	Amount
Payment Upon Contract Signing	30%	\$360,569.00
Payment Upon Installation of Software	20%	\$240,380.00
Payment Upon Project Team Training	15%	\$180,285.00
Payment Upon End user Training	20%	\$240,380.00
Payment 60 days after Go-live	15%	\$180,284.00
Payment Upon Acceptance of Data Conversion		\$58,650.00
Payment Upon Install and Operational of following Interface:		
Statelink		\$41,062.00
Coplogic Interface		\$8,094.00
911 Interface		\$14,887.50
Pictometry Interface		\$11,901.00
Spillman CAD to FireHouse Mobile interface		\$48,500.00
Payment Terms Total:	100%	\$1,384,992.00

Yearly Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
 - 12 months after Go-live - \$0
 - 2nd Year Maintenance - \$156,590.00

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Abilene Police Department

Customer Name

Authorized Signature

Date

Print Name and Title

Exhibit C

Existing Interfaces – Technical Product Documents

The following interfaces are included as part of the Software licensed to Customer:

- CopLogic Interface
- E9-1-1 Interface
- HipLink Paging Interface
- Incode Courts Interface
- ProQA Interface
- Pictometry Interface
- Zetron Interface

Spillman reserves the right to modify the functionality of the Software (including its interfaces) from time to time as it updates the Software.

CopLogic Interface

Technical Product Description

Description

Part of Spillman's XML Interface System includes the Law Incident Interface. The Law Incident Interface allows agencies to easily populate information from CopLogic into the Spillman database. The interface allows information from CopLogic to send law incident data to the Spillman Database. Upon completing the information in CopLogic, the interface will generate an XML document containing the information, and import the data into the Spillman database.

When a law incident record is created or modified, the interface will add or modify a record in the Spillman Database.

There are two methods for CopLogic to transfer the XML data to the Spillman Server. They will determine which method is used on a case by case basis.

1. XML file drop
 - a. The correctly formatted XML file is placed in a folder.
 - The Spillman server must have access to read and delete files from the directory.
 - b. A script launched by a cron job loads the file into the Spillman XML Import Interface.
 - c. No success/fail message is sent; instead the following occurs:
 - Successfully sent files are deleted from the folder.
 - Unsuccessfully sent files are left in the folder.
2. Socket Connection
 - a. The third-party software makes a socket connection to the Spillman Interface.
 - The API for the socket connection is available upon request.
 - b. The third-party sends the correctly formatted XML file across the socket connection.
 - c. The Spillman Interface replies with a success/fail message as well as the unique key of the records that were added or updated.

Requirements

General

- General requirements for using CopLogic software and interface apply.
- General requirements for Spillman software apply.
- Supported server OS platforms: UNIX (not Windows)

Hardware

- Hardware requirements for using CopLogic software and interface apply.
- Hardware requirements for Spillman software apply.

Software

- Software requirements for using the CopLogic software and interface apply.
- Software requirements for Spillman software apply.
- Either transfer method:
 - Socket connection between the third-party software and the Spillman server
 - XML file drop in a folder that the Spillman server has access to.

Documentation

- There is only developer SDK documentation, there is no user interaction with the interface. It is all setup by Spillman Installations and runs automatically from that point on.

Training

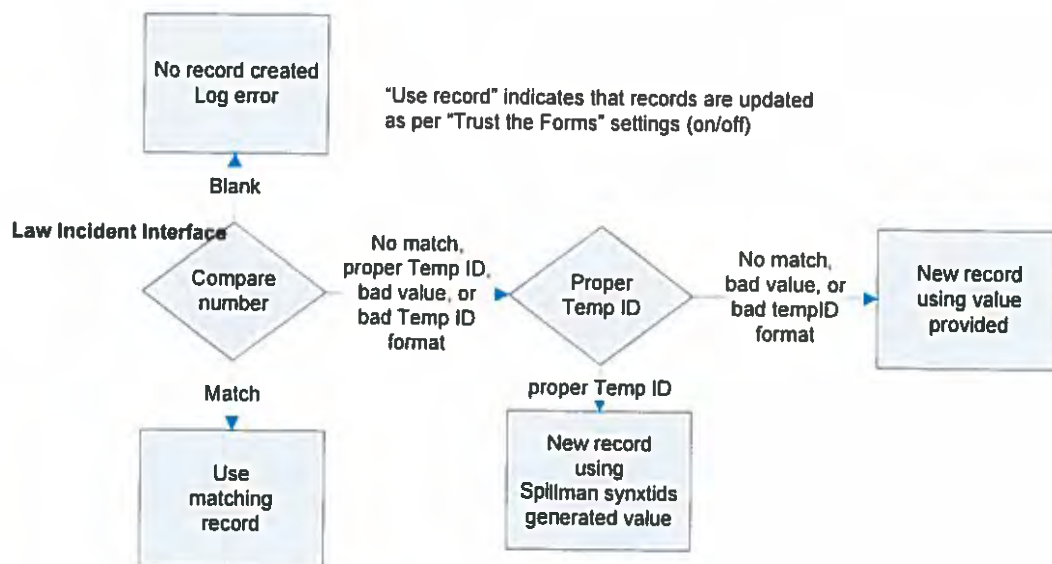
- No training is needed for this interface product.

User Information

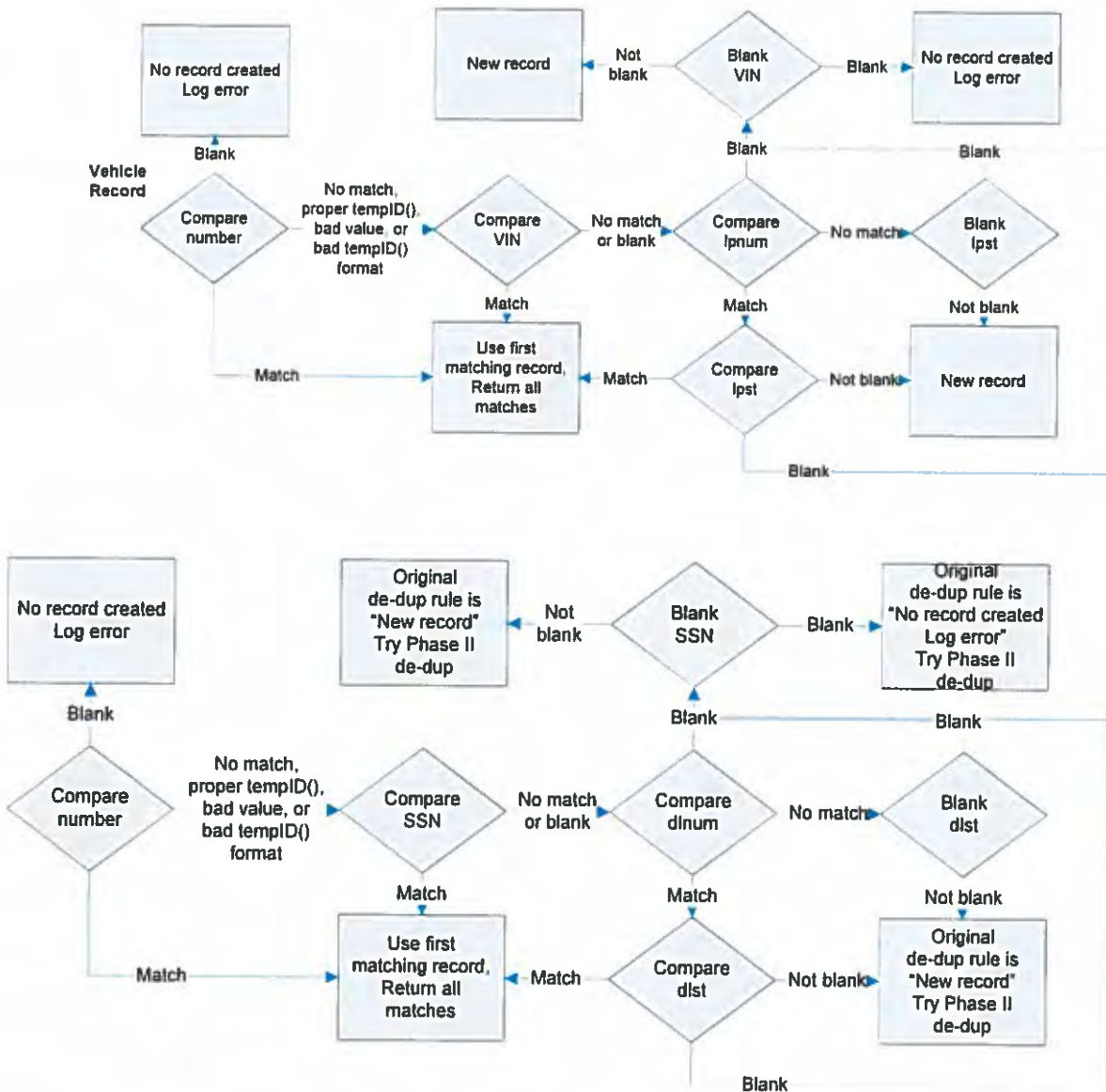
To create Spillman records, the interface receives XML data from the third-party software and imports it to the designated Spillman data fields. If fields in the third-party software are not mapped to the Spillman software, the information in the third-party fields can be included in the Comments field in the Spillman record. This is accomplished through the third-party software by including unmapped information in the comments XML tag of the XML file.

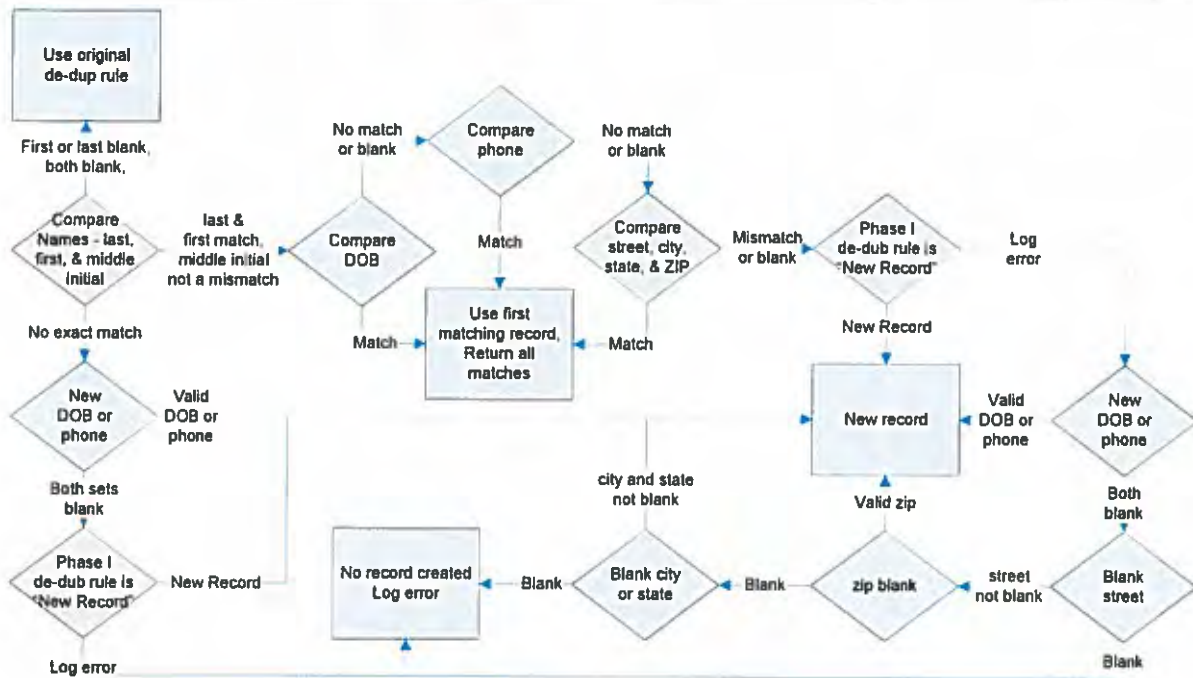
Creating records from accident or citation/warning data

When the interface receives a data transfer for an accident or citation/warning from the third-party software, it searches the appropriate Accident Number, Citation Number or Warning Number field in the database for matching numbers. If the interface finds a matching number, it updates the existing record with the information from the third-party XML record. If a matching number does not exist, a new record is created in the appropriate table using the logic as follows:



It then searches the appropriate Spillman Name or Vehicle table for matching data using the Spillman duplicate searching logic as follows:





The interface then links the law incident to the new or existing Spillman Name or Vehicle record.

The “Trust the Form” option is what tells the interface what data to keep as the information of record. If there is data in the Spillman field and the third-party data does not match, this option determines which data is stored in the field and which data is recorded in the comments field.

1. “Trust the Form” option OFF:

- a. If a Spillman field contains data, and the XML file contains different data,
 - i. The data from the corresponding third-party field will be documented in the comments field.
 - ii. If a Spillman field is blank, the interface enters the data from the corresponding third-party field into the blank Spillman field.

2. “Trust the Form” option ON:

- a. If a Spillman field contains data and the XML file contains different data.
 - i. The data from the Spillman field will be moved to the comments field.
 - ii. The data from the corresponding third-party field will replace the existing data in the Spillman field.
- b. If a Spillman field is blank the interface enters the data from the corresponding third-party field into the blank Spillman field.

Note: Name records *nmhistory* and Vehicle records *vhmhist* are updated with the appropriate information

If the software finds more than one matching record, the software assumes that the first record is the primary record and that any other records are duplicates. When duplicates are found, the software updates the first matching record it finds and makes a log entry containing the list of potential matching records. If the third-party is connected using a socket connection, the list of potential matching Name records is also sent with the success/fail message.

SAA Information

Setting up the third-party Interface

- Before you can use Spillman's law incidents Interface, you must:
 - Have a UNIX server to run the Spillman software.
 - Have the third-party software installed.
 - Determine if the "Trust the Form" option will be on or off.
 - File drop method:
 - Set up a directory in which the third-party software can deposit the XML data.
 - The Spillman server must have read and delete access to the files.
 - The agency is responsible for network connectivity between the Spillman server and the third-party computer.
 - The agency is responsible for the transfer of the file to the directory whether by FTP, direct access writes, etc.
 - A *crontab* entry in UNIX that runs the data transfer script.
 - Spillman Technologies recommends that you set up a *crontab* entry that runs the data transfer scripts on a regular basis, such as once a day, depending on your agency's needs.
- Socket connection method:
 - Determine the socket connection port to utilize (default 9999).
 - The agency is responsible for providing network security for that port.
 - The agency is responsible for network connectivity between the Spillman server and the third-party computer.
 - The third-party must be able to make a valid socket connection and send the XML data correctly formatted to one of the Spillman XML Import Interfaces.

The Spillman Installation or the Spillman Support department set up the XML server for the interface using the port and “Trust the Form” option setting selected above.

Maintaining the third-party Interface

After the interface transfers the data from the third-party software to the Spillman software, a user or SAA should perform the following tasks:

- Validate the data transferred to the Spillman tables, and add any additional information that is necessary.
- Review the log file. The log file provides information on the status of the data transfer. If you find any errors, contact Spillman Customer Support for help with correcting them.
You can set up the software to send an email message to notify users when errors occur. Use the MAILADM environment variable to determine who is notified about errors.
- Delete or back up the log file after making corrections. If you do not delete or back up the log file, it becomes increasingly large.

The Spillman Installation department performs the initial setup and installation of Spillman’s Field-based Reporting Interfaces. However, you might need to start and stop the interface for maintenance and troubleshooting. Use *dstart* and *dstop* or the Daemon Manager screens (*sydaemon* and *sydgmng*) to start and stop the interface.

Setting the MAILADM environment variable

The MAILADM environment variable determines who receives email notification of errors that occur when information is transferred from the third-party interface to the Spillman software. When setting the MAILADM environment variable, use commas to separate the email addresses.

Setting up the interface on the Spillman server

Follow the directions given in the Tomcat Application Manager Support Package to ensure the appropriate WAR files are deployed for the Law Incident Interface.

Implementation Task List

1. Install or be upgraded to Summit 4.6 or greater.
2. Deploy WAR files for Law Incident Interface. Call Spillman Support for assistance if assistance is needed.
3. Third party develops interface and tests with Spillman's test server. Specifications for the test server are available in the Support Package for third parties.
4. Upon test completion, interface is deployed live at Spillman site for go live and any additional testing.

Maintenance Information

The XML Interface System has little maintenance. The deployment and starting and stopping of the specific interfaces within the Interface System are handled at the file layer. The XML Interface does not need to be started and stopped if an error occurs. The specified WAR file for the Law Incident Interface will just need to be stopped and restarted, in some cases redeployed, if an error occurs. If there are additional problems, Spillman Support will need to be contacted for assistance.

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E9-1-1 IP Interface CAD

Technical Product Description

Description

The Spillman E9-1-1 IP Interface receives Automatic Name Identification/Automatic Location Identification (ANI/ALI) information, as well as latitude and longitude coordinates (LAT/LON), from a Spillman-approved E9-1-1 controller and incorporates this data into an active CAD call record in Spillman.

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies.
- Spillman technicians must have access to the server where the Spillman software is loaded.
- Installation is completed partially on site and partially over remote connection.
- The agency must provide E9-1-1 protocol documentation and ALI text format information.
- The agency must provide ANI/ALI IP network port information, including:
 - ANI/ALI equipment IP Address
 - CAD IP port number
 - Whether the ANI/ALI equipment will serve as an IP host or client
- The agency must provide a static IP address and computer name for each Spillman 9-1-1 dispatch station.
- The agency must provide the ANI/ALI station number for each Spillman 9-1-1 dispatch station.

Hardware

- ANI/ALI equipment that is installed and functional
- An IP network connection from the Spillman server to the ANI/ALI equipment

Software

- Spillman CAD module, version 4.6 or greater

Documentation

User documentation is included in the Spillman CAD User's Guide. Administrator documentation is located in the Spillman SAA Application Setup and Maintenance Manual.

Training

User training is part of standard call-taking and dispatch training for new agencies. Administrator training is part of the administrator training for CAD.

User Information

The E9-1-1 Interface enables a CAD dispatcher to populate new CAD calls with information from a recently answered E9-1-1 call. The caller's name, phone number, and location can be automatically populated in the CAD call. The How Received field can also be automatically populated with a code indicating the call came via 9-1-1.

Dispatchers may update the call location in the CAD call from an ANI/ALI re-bid by clicking the Lookup button in the Address field.

Depending on the call class of service, location information from the E9-1-1 Interface may either be a civic address or LAT/LON coordinates.

The interface can be configured to place a copy of all ANI/ALI information in the CAD call comments and to update the occurred between initial time to contain the time the call was answered.

SAA Information

The SAA is responsible for the following items:

- Adding the How Received code transferred by the E9-1-1 Interface to the How Received code table (tbhowrc)
- Setting up the following E9-1-1 application parameters in Spillman according to the needs of the agency:
 - auto911 – Automatically checks for E9-1-1 information when a new CAD call is added
 - cdce911 – Determines if the ANI/ALI information is placed in the E9-1-1 comments area or in the CAD call comments
 - e911time – Determines the number of seconds before the ANI/ALI information is consider stale and is ignored by CAD
- Assigns each dispatch console a 9-1-1 position using the cdttys table

Maintenance Information

The agency is responsible to have a trained Spillman Application Administrator (SAA). The SAA should receive the administrator training, and be able to monitor and troubleshoot common problems. The agency must notify Spillman in advance of any changes to the ANI/ALI equipment or the format of the ANI/ALI stream. Fees may apply if changes to the E9-1-1 interface are required.

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HipLink® Paging Interface

Technical Product Description

Description

The HipLink Paging interface allows users to send pages from Spillman CAD to a HipLink server, where, based on the HipLink configurations, pages will be sent to devices. The pages sent to HipLink contain basic information related to the CAD call. Default information contained in pages includes: agency, nature, address, zone, responsible unit, determinant, and call comments.

Requirements

General

Configurations and settings will have to be set up on the Spillman server as well as on the HipLink server.

Hardware

Separate Windows server running HipLink server

Software

HipLink software

Documentation

Spillman Paging Interface Guide

Training

No Spillman training available.

HipLink training is available.

User Information

End users will have the option to send manual pages or let the paging plans automatically send out pages.

SAA Information

The SAA can set up paging plans to determine what would send out a page. Documentation is available for SAAs.

Maintenance Information

Annual maintenance is required.

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Incode Courts

Technical Product Description

Functional description

The Spillman-Incode Courts Interface transfers citations and warrants data from the Incode Courts software into the Spillman software.

Each time a user creates a citations record in the Incode Courts software, the interface creates the following in the Spillman software:

- New Traffic Citation record
- New Names record or a link between the new Traffic Citation record and an existing Names record
- New Additional Name Information record
- New Vehicle record or a link between the new Traffic Citation record and an existing Vehicle record

Each time a user creates a warrants record in the Incode software, the interface creates the following in the Spillman software:

- New Wanted Persons record or a warrant for an existing Wanted Persons record
- New Names record
- New Additional Name Information record

Technical requirements

Hardware

No additional hardware is required outside of the UNIX server that operates the Spillman application.

Software

Each agency must have:

- Spillman software and the Traffic Information module, version 4.3 or higher
- Incode Courts software
- NFS mount between the Spillman software and the Incode Courts software

Spillman Responsibilities (fees may apply)

- Install the interface software.
- Support the interface software

Customer Responsibilities

- Schedule the Interface software installation with your Spillman support team.
- Make sure all Spillman software is installed on an approved Spillman hardware platform (see current Spillman policies).
- Set up the NFS mount
- Know how to use the Spillman software.
- Know how to use your Incode Courts software.
- Make sure the Spillman Applications Administrator is certified.
- Read and understand the Spillman-Incode Courts Interface User's Guide.
- Provide Spillman support technicians with direct modem access to the computer where the Spillman software is installed.
- Supply Spillman with file/directory information when asked.

Training

No training is required or available.

Documentation Available

The *Spillman-Incode Courts Interface User's Guide* is available.

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ProQA

Technical Product Description

Priority Dispatch is the industry leading provider of emergency dispatch protocol software. Their ProQA software product is available in three different disciplines: Medical, Fire and Police. Spillman provides interfaces to all three disciplines.

The Spillman ProQA interface allows a call taker/dispatcher to start a ProQA case from a Spillman CAD call. Information gathered by ProQA is passed back to Spillman and placed in the CAD call comments. In addition, the determinant code is captured within Spillman and can be used to determine response in both recommended units and response plans.

Requirements

General

- Spillman software, version 4.6 or later, must be loaded on a Spillman-approved hardware platform as outlined in current Spillman policies

Hardware

- TCP/IP connection between the Spillman server and Dispatch PC's running ProQA
- TCP Ports used to communicate between Spillman and ProQA must be open

Software

- ProQA Medical 3.4.3.x, Fire 3.5.3.x and/or Police 3.4.3.x
- Spillman 4.6 or later
- Spillman Computer Aided Dispatch module

Documentation

- Spillman ProQA Interface Guide

Training

- Training is available. Contact Customer Education for available training, dates and cost
- Available training is for interface operation only. For training on ProQA software, contact Priority Dispatch Corp™

User Information

The ProQA interface can be configured to start a ProQA case automatically based on call nature, manually using CAD commands or by pressing a button. The information collected by ProQA is passed back to CAD through the interface and placed in call comments.

The interface also allows users to take a ProQA case off hold and re-open a ProQA case.

The information returned from ProQA is placed in call comments and is immediately available to first responders. The determinant code returned by ProQA can be used to drive recommended units and response plans.

Implementation Task List

Pre-Installation

Date	Responsible Party	Description
	Agency	Acquire and install ProQA software
	Agency	Identify the machine name or static IP address of each client PC that will be using the ProQA interface.
	Spillman	Inform the Agency's IT department of the tcp port number(s) to be used with the interface.
	Agency	Verify the tcp port number(s) are open between the Spillman server and the client PC's running ProQA

Initial Installation

Date	Responsible Party	Description
	Spillman	Install interface
	Spillman & Agency	Configure ProQA on each of the client PC's to work with the Spillman ProQA Interface.

Pre-Training

Date	Responsible Party	Description
	Training	Brief description

Training

Date	Responsible Party	Description
	Training	Brief description

Pre-Live

Date	Responsible Party	Description
	Installation	Brief description

Live

Date	Responsible Party	Description
	Installation	Brief description

Maintenance Information

(This section contains information about the maintenance and upkeep of this particular product including responsibilities and cost.
Support is responsible for this section)

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Spillman Pictometry Mapping

Technical Product Description

Description

The Spillman Pictometry map allows a user to view Pictometry imagery by clicking a location on a Spillman CAD map, Pin map or Mobile map. Pictometry imagery allows a user to view imagery from five different perspectives: north, east, south, west and orthogonal (overhead).

While viewing the Pictometry imagery the user can also measure distance, height, area, bearing and location of items on the map. The area being viewed on the Pictometry map is highlighted on the associated Spillman map.

Requirements

General

- The Spillman software must be loaded on a Spillman-approved hardware platform, as outlined in current Spillman policies
- Spillman technicians must have direct modem access to the server where the Spillman software is loaded
- The agency must acquire Pictometry imagery for the geographic area around the agency
- The agency must obtain Pictometry ActiveX licenses for each computer that will be using the Spillman Pictometry map

Hardware

- (No hardware requirements)

Software

- Spillman Pictometry Mapping module
- One or more of the following Spillman Mapping modules: CAD Mapping, Pin Mapping, or Mobile Mapping
- Spillman 6.1 or later (for CAD and Pin Mapping)
- Mobile 4.6 or later (for Mobile Mapping)

Training

- Available with mapping, quickest route or pin mapping training.

User Information

Users have two ways to open the Spillman Pictometry map:

- Press the Pictometry button on the map toolbar
- Right-click a point on a Spillman map and select the Pictometry option from the context menu

While the Spillman Pictometry map is open, the area being viewed is represented by a highlighted polygon on the Spillman map. The Pictometry map opens in a separate window that has its own toolbar and mapping controls.

SAA Information

Pictometry imagery must be accessible to each client running the Spillman Pictometry map. This often means loading gigabytes of Pictometry image files onto each computer running Pictometry mapping.

Pictometry requires that each computer viewing Pictometry maps have a license. Contact Pictometry for instructions on obtaining ActiveX Pictometry licenses for each computer that will be using the Spillman Pictometry map.

The first time Spillman Pictometry is used on a computer, the software asks for the location of both the Pictometry image warehouse and Pictometry license file. Once the locations are properly set, it works for all users of that computer.

Maintenance Information

- Upgrades to the software must be performed by an authorized Spillman technician
- Spillman will charge the customer for travel, per diem, and labor charges for any onsite work that Spillman does
- Your agency's SAA must be readily available to aid in the upgrade process

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Zetron 6000 IPFSA Interface

Technical Product Description

Description

The Zetron 6000 IPFSA Interface allows the Zetron 6000 series hardware products to communicate with the Spillman CAD module. With this interface, a Spillman customer can use the Zetron 6000 series products to update the status of Fire and EMS units in the Spillman CAD module, which will then automatically be reflected in the Zetron 6000 series hardware.

Requirements

General

- The ZetronInterface.war file must be deployed on the customer's interfaces Tomcat server
- The ZetronInterface Windows service must be running to allow messages to go from the CAD module to the Zetron hardware
- The SAA must configure interface settings in the ZetronInterface webpages, which are accessed through the WebApp Manager webpage

Hardware

- A Windows server – In addition to the webapp running on the Spillman Tomcat server, a ZetronInterface Windows service must also be installed on a Windows server. This service facilitates communication between the Spillman system and the Zetron equipment. This service is provided by Spillman and must be installed on a Windows server that is connected to the same subnet at the Zetron IPFSA station it is communicating with
- A Zetron 6000 series IPFSA station

Software

- Spillman 6.1 or greater
- Spillman CAD module
- Spillman Hub module
- Microsoft .NET Framework 3.5 or greater on the Zetron Interface Windows server

Documentation

- Zetron 6000 series IPFSA station operation manual
- Zetron 6000 series IPFSA Interface Spillman manual

Training

- Spillman Data Entry Introduction

- Spillman CAD Module
- Spillman System Inquiry

SAA Information

The ZetronInterface.war file must be deployed on the interfaces Spillman Tomcat server. In addition, the Zetron Interface Windows service must be installed on the Windows server. Both programs need to be continually running for messages to be correctly processed between the Spillman CAD module and the Zetron IPFSA hardware.

Once the .war file and Windows service are started, interface settings must be configured from the ZetronInterface webpages. To do so, the SAA must access the Spillman WebApp Manager webpage and click the ZetronInterface webapp link. The ZetronInterface main webpage opens with three links to the webpages used to configure settings.

The first webpage to visit is WebApp Properties. The SAA can set up timeout amounts, the name of the database adapter to use, and other settings specific to the webapp.

The second webpage to visit is Agency Settings. The SAA must specify when to send alerts to the Zetron hardware, how Zetron statuses map to Spillman CAD unit statuses, and how Spillman CAD tb10codes map to unit statuses in the Zetron hardware.

The third webpage to visit is Unit Settings. The SAA must specify which units in the Spillman CAD module will be used for the Zetron hardware. Additionally, a Zetron unit name must be assigned to a Spillman CAD unit to allow the Zetron hardware and the Spillman software know which units to update on the Zetron IPFSA station.

Once settings are configured, the Spillman CAD module can update unit statuses on the Zetron IPFSA station, and the Zetron IPFSA station can update unit statuses in the Spillman CAD module. Settings can be modified at any time without restarting the webapp or any Spillman software.

Guidelines

- Make sure the Windows service is continually running on the same machine that is communicating with the Zetron IPFSA station
- The IP address of the Zetron IPFSA station must be within the same subset as the IP address of the Windows server machine. For example, if the IP address of the Windows server machine is 10.240.35.15, then the IP address of the Zetron IPFSA station must be 10.240.35.xxx, where xxx is anything between 1 and 255
- The Zetron IPFSA station manual contains instructions on how to set up the Zetron station for proper communication

- The Zetron software must be installed on the Windows server machine to allow any maintenance to occur to any Zetron-produced Windows services
- The Zetron FSA CAD Server and the Zetron FSA Server Windows services must be continually running on the server machine to allow the messages between the Spillman software and the Zetron software to be effectively processed

Maintenance Information

To ensure the Zetron IPFSA station is current with the latest Zetron requirements, the customer will need to periodically check for software updates from Zetron. Any changes in software requirements will require Spillman to retest the Spillman Zetron 6000 IPFSA Interface to ensure it is still functioning as designed.

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Exhibit D
Data Conversion – Scope of Work

PROJECT NAME: **ABILENE PD-DATA CONVERSION**

DATE: **12/5/2015**

This Statement of Work sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PRIMARY POINTS OF CONTACT:

Spillman: _____

White Box: Nikki Huff, _____

801.386.5013 Ext. 5012, _____

nikki.huff@whiteboxt.com _____

Abilene PD: _____

PERIOD OF PERFORMANCE: 1/1/16-12/30/16

PROJECT SUMMARY: Full conversion of legacy CAD and RMS system data for use in Spillman which includes; according to the availability and completeness of the source data and available target modules, all of the fields and tables within the various functional areas will be populated to the fullest extent possible as outlined below.

Roles and responsibilities:

Spillman

- Implementation Manager
 - Work to facilitate sign off of Table Mapping Document, adherence to schedule, and issue resolution
 - Inform White Box of issues impacting conversion
 - Load converted data into target database for customer testing and delivery
 - Report conversion issues to White Box in a timely manner following a delivery, including necessary details to research and resolve
- Application & Database Subject Matter Expert
 - Cooperate with White Box to provide prompt assistance answering technical questions
 - Review and sign off on Table Mapping Document

Abilene

- Legacy System Subject Matter Expert and IT Support
 - Work with White Box to retrieve data and layout information from legacy system in a usable format
 - Inform White Box of issues impacting conversion
 - Ensure prompt and accurate delivery of source data for mock and final data extraction
 - Promptly answer technical and/or business operation questions
 - Review, provide feedback and approve Table Mapping Document and mock conversion per schedule
 - White Box will provide an online code mapper utility for Abilene's use to provide, generate and validate code maps for use in the conversion

White Box

- Project Manager
 - Manage project scope, schedule, and performance
 - Coordinate conversion activities with Spillman
 - Work with Spillman to resolve issues
- Analyst
 - Work with Spillman and Abilene to develop the conversion rules and resolve issues identified during mock(s) and final conversion
- Engineer
 - Retrieve and prepare source data and setup other applicable systems
 - Build, test, run conversion and deliver converted data

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Assumptions and Constraints:

- This project includes three mock conversions and a final conversion for one go live, consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format
- Spillman will provide the code tables populated with Abilene data in a timely manner to support the data mapping and conversion
- Images and/or file attachments are included with this conversion.
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Spillman or Abilene, can result in a day-for-day delay in subsequent milestones that White Box is responsible for. If delays cause the project to extend beyond the Period of Performance, a postponement fee of 10% of the work order price for reallocation may be charged. (The period of performance begins from the inception of the project to 30 days after the scheduled go live).
- Following a White Box deliverable, unless otherwise specified Spillman or Abilene has 10 business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case by case basis and may or may not be subject to additional charges and / or a change request.
- White Box will not be responsible for de-duplication of legacy data with in-service data, although the Spillman name merge utility will be applied to the conversion, 100% success rate of duplicate records is not guaranteed
- Any addresses that are part of the data conversion will not be geo verified for Spillman use
- Code, configuration and maintenance tables will not be populated in the target system by White Box. White Box will not be responsible for deleting any existing data in the configuration database.
- Work performed under this SOW is under warranty by White Box for thirty (30) days following delivery of the final conversion. Errors or omissions in converted data that result from application, database, or source data changes by Spillman or Abilene following acceptance of the Table Mapping document and/or mock conversion are not included in this SOW.

Estimated Key project milestones:

Estimated Date	Milestone	Responsibility
	Kickoff meeting to determine final list of tables to be converted and project timeline and contacts.	Spillman /Abilene
	Deliver Table Mapping Document	White Box
	Sign off on Table Mapping Document and code mapping (within 10 days of TMD delivery)	Spillman / Abilene
	Deliver first mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman
	Deliver second mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Abilene
	Deliver third mock converted data and Exception Report(s)	White Box
	Cut off for providing feedback on mock conversion (within 10 days of Mock delivery)	Spillman /Abilene
	Deliver source data for go live	Spillman /Abilene
	Deliver final converted data and Exception Report(s)	White Box
	Cut off to sign and return project acceptance form or report issues	Spillman
	Cut off for reporting post conversion issues (30 day Warranty period)	Spillman

*It is expected that the converted data will be implemented at the same time as the cut over to the Spillman system.

Source System:

- Source systems: Intergraph ILEADs.
- Number of Source Data Tables needing Analysis and Conversion: No more than 38 total source data tables. A final listing of tables to be converted will be established at the beginning of the project. If additional tables beyond the 38 source tables are required for the scope and conversion, a change request may be issued for both time and cost to add the additional tables/data.
- Source data delivered to White Box Technologies: 11/2015
- Target Modules in scope: Spillman RMS and CAD
- Modules out of scope: Any not listed above including JMS

In Scope Service:

The following table outlines the services that are considered within the scope of this SOW.

Baseline Services	
Service	Definition
Data Conversion	Changing digital data from one format to another so it can be used in another software application. The scope of this SOW includes three mock conversions and a final conversion.
Data Standardization	Converting accepted (not misspellings) data values that represent the same information into a single unified, recognized, and accepted structure as required by the target system.
Base Data Cleansing	Removing or defaulting data in a database that is inaccurate, incomplete, or improperly formatted, so it will load into the target database and not cause the application to crash.
Data Defaulting	Based on predefined business rules, assigning a specific value to a field in the target database that is different than the corresponding value in the source database.
Data Exception Report(s)	Reports that provide qualitative analysis of the source data and identify missing, incorrect, or incorrectly formatted data elements required by the target database or application. (Note: If the source data problems are not corrected or defaulted, the target application will be inaccurate or may crash or will have limited reliability.)
Release Notes	Report developed at the time of conversion data delivery that outlines mapping document version, the source and target database and application version, the tables and modules populated, and any known issues.
Duplicate Names Reports	Reports to indicate the exactly matched name records and the potential name record matches, per the criteria provided by Spillman to determine duplicate entities.
Data Alteration Report	Report to indicate records that have been truncated in order to insert into the database. The records are logged with the table, field, and primary key of the target record so that the full original value is not lost.
Image Conversion	Converting digital images that were used in one application, for use in another software application. May also require changing the format of the images so that they function in the new application

Out of Scope:

The following table outlines the services that are considered outside the scope of this SOW. Spillman/Abilene is requested to submit a Change Request in order to include any of these optional services within the scope of this SOW. Note that additional services may result in added cost and/or schedule delay.

Optional Services	
Service	Definition
Additional Conversions/Go Lives	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database
Custom Reports	Reports to indicate data that meets a certain criteria provided by Spillman / Abilene
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Enhanced Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Financial Conversion	Any data that has financial components (fees, obligations, payments, interest etc). that needs to be calculated, converted and populated into the target application.

SPILLMAN TECHNOLOGIES
ABILENE PD – STATEMENT OF WORK



Accepted:
Spillman Technologies

Accepted:
Abilene Police Department

Accepted:
White Box Technologies Inc.

(Authorized Signature)

(Authorized Signature)

(Authorized Signature)

Name:

Name:

Name: Derek Smith

Title:

Title:

Title: Project Services

Date:

Date:

Date: December 5, 2015

Exhibit E
Detailed Server Quote



Price Quote

Quote # : Abiw - v3

Company
Project
Valid Until

Abilene PD, TX
Windows based solution

Date: 11.17.15
Account Rep: Jeff Robbins
Phone:
Fax:
Email: jeff.robbs@ solutions-ii.com

Notes:

1. Taxes are not included in this price quote and will be invoiced if applicable.
2. Any Shipping/Freight will show as estimated and will be invoiced accordingly.
3. This price quote, supporting configurations, and any associated contracts are confidential to the client specified and Solutions II.
4. Final configuration and prices subject to change based upon the final solutions assurance review and consultation with client.
5. A detailed services Scope of Work (SOW) & MSA Agreement must be executed prior to the commencement of services.
6. Prices quoted assume standard terms and conditions, net 30.

Qty	Part #	Description	Unit Price	Extended Price
Production				
1	210-ACXU	PowerEdge R730 Server		
1	591-BBCH	PowerEdge R730/R730xd Motherboard		
1	976-8706	Dell Hardware Limited Warranty Plus On Site Service		
1	976-8725	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year		
1	976-8726	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year		
1	900-9997	On-Site Installation Declined		
1	332-1286	US Order		
1	340-AKKB	PowerEdge R730 Shipping		
1	330-BBCCO	R730/xd PCIe Riser 2, Center		
1	330-BBCCQ	R730 PCIe Riser 3, Left		
1	330-BBCCR	R730/xd PCIe Riser 1, Right		
1	540-BBCCB	Intel Ethernet I350 QP 1Gb Network Daughter Card		
1	385-BBHO	iDRAC8 Enterprise, Integrated Dell Remote Access Controller, Enterprise		
1	350-BBEP	Chassis with up to 16 2.5" Hard Drives		
1	350-BBEJ	Bezel		
1	384-BBBL	Performance BIOS Settings		
1	800-BBDM	UEFI BIOS		
1	780-BBKC	Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs)		
1	405-AAEF	PERC H330 Integrated RAID Controller		
1	632-BBDC	SanDisk DAS Cache, 90 Day Trial License		
1	338-BFFU	Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo.HT,8C/16T (85W) Max Mem 1866MHz		
1	374-BBHD	Upgrade to Two Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s QPI,Turbo.HT,8C/16T (85W)		
8	370-ABUJ	8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width		
1	370-ABUF	2133MT/s RDIMMs		
1	370-AAIP	Performance Optimized		
6	400-AEEN	500GB 7.2K RPM NLSAS 6Gbps 2.5in Hot-plug Hard Drive, 13G		
8	400-AEIB	120GB Solid State Drive SATA Boot MLC 6Gbps 2.5in Hot-plug Drive, 13G		
1	631-AACK	No Systems Documentation, No OpenManage DVD Kit		
1	429-AAPS	DVD+/- RW, SATA, Internal		
1	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm		
1	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W		
2	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		
1	330-BBCL	Internal Dual SD Module		
1	385-BBIF	8GB SD Card For iDSDM		
1	618-BBDF	Windows Server 2012R2, Standard Edition, Media Kit		
1	370-ABWE	DIMM Blanks for System with 2 Processors		
1	374-BBHM	Standard Heatsink for PowerEdge R730/R730xd		
1	374-BBHM	Standard Heatsink for PowerEdge R730/R730xd		

DR			
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1	374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	
1	374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	
Replication Software			
1	NPS-L	Neverfail for Physical Server	
1	NPS-S	Support and Maintenance - Year 2	
1	NPS-S	Support and Maintenance - Year 3	
Professional Services			
1		Installation and DR integration	
1		Backup Solution	
Grand Total			\$ 79,901.00

THANK YOU FOR YOUR BUSINESS!



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning and Development Services

**Ordinance & Public Hearing: (Final Reading) Amend Chapter 11, Article 1, Section 11-3
SUBJECT: and Section 11-4 regarding the regulation of Food Establishments to conform with 25
Texas Administrative Code Chapter 228 and Chapter 229. *(Schoening)***

GENERAL INFORMATION

Food establishments across the State are governed by the Texas Food Establishment Rules (TFER). This regulation based on established science provides a sound basis for protecting the public against potentially serious health threats that can occur from food-borne illnesses as a result of improper or unsafe preparation, storage or handling of food.

Historically, the City of Abilene has accepted these standards as our minimum by adopting the TFER locally. This allows our local Health Inspectors to ensure restaurants, mobile vendors and other food establishments within the City are meeting minimum safe practices.

On October 11, 2015 changes came into effect aligning the Texas Food Establishment Rules (TFER) with Federal standards. These changes will improve practices and increase safety. Most in the general public will likely not notice any difference at their favorite restaurants. Food establishments however will now need to modify some of their practices in order to improve safety.

We must now amend our local ordinance in order to re-adopt the updated State TFER standards. The proposed ordinance has been written this time so that changes made by the State in the future will hopefully not require re-adoption locally.

The proposed change is needed to ensure that the City will be in compliance with State food safety standards. Inspectors have attended training sessions with State officials and reviewed the new rules for several weeks in preparation for applying them. We are also preparing to host at least one State training session locally for interested participants and will work with our local establishments one-on-one to assist them in becoming familiar with the changes.

SPECIAL CONSIDERATIONS

Adoption of the proposed ordinance is required in order to provide our Health Inspectors authority to enforce standards and issue citations when necessary to protect the public health.

FUNDING/FISCAL IMPACT

More time will likely be needed for inspections at each food establishment as a result of the changes.

STAFF RECOMMENDATION

Staff recommends approval of the changes to Chapter 11.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance - Enacting	Ordinance
<input type="checkbox"/> Exhibit A	Backup Material
<input type="checkbox"/> Exec Summary of Changes	Exhibit
<input type="checkbox"/> RedLine- Ord. Exhibit	Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 11, ARTICLE I, SECTION 11-1, “PURPOSE; SCOPE,” SECTION 11-3, “ADOPTED”, SECTION 11-4 “APPEALS, CITY MANAGER; TEXAS DEPARTMENT OF HEALTH; GENERALLY”, ARTICLE II, SECTION 11-6, “ISSUANCE”, SECTION 11-8, “TERM; TRANSFER; RENEWAL”, SECTION 11-9, “REVOCATION OR SUSPENSION; REINSTATEMENT”, ARTICLE III SECTION 11-12, “PERMIT REQUIRED”, SECTION 11-13, “REQUIREMENTS”, AND SECTION 11-14, “ISSUANCE” OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, there is a need to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, rules to safeguard public health and provide consumers food that is safe, unadulterated, and honestly presented are a mechanism to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, the Texas Food Establishment Rules, previously found in 25 Texas Administrative Code, Chapter 229.161 et al, have changed and are now provided at 25 Texas Administrative Code Chapter 228;

WHEREAS, the designation of health authority should be replaced with the designation of City Manager or his or her designee; and

WHEREAS, adoption by ordinance of the new Texas Food Establishment Rules is necessary to allow enforcement of the Texas Food Establishment Rules in compliance with State law.

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

PART 1: That Chapter 11, Article I, Sections 11-1, 11-3, 11-4, Article II, Sections 11-6, 11-8, 11-9, and Article III, Sections 11-12, 11-13, and 11-14 of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 17th day of December, 2015.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on 10th day of January, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2016, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 14th day of January, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Sec. 11-1. Purpose; scope.

- (a) Purpose. The purpose of this chapter is to provide rules to safeguard public health and to provide consumers food that is safe, unadulterated, and honestly presented.
- (b) Scope. The rules in these sections shall cover food establishments and food processing plants operating and conducting business within the City of Abilene. It shall be the duty of the City Manager or his designee (the “Administrator”) to enforce the provisions of this chapter.

Sec. 11-3. Adopted.

The City of Abilene adopts by reference the provisions of the current rules, and as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments in this jurisdiction, and the rules found at 25 Texas Administrative Code, Chapter 229, subchapter K, regarding the regulation of accreditation and certification of food managers and food handlers, and as amended. Copies of these rules are on file with the Administrator.

Sec. 11-4. Appeals; Administrator; Texas Department of Health; generally.

- (a) Administrator. Any person dissatisfied with an order or ruling of the environmental health inspector in the enforcement of the provisions of this chapter may appeal for an administrative review by the Administrator.
- (b) Texas Department of State Health Services. Any person dissatisfied with an order or ruling of the Administrator in the enforcement of this chapter, and all amendments thereto, may appeal to the Texas Department of State Health Services, Bureau of Food and Drugs, Retail Food Division, 1100 West 49th Street, Austin, Texas 78756. Pending a decision of this appeal, the director of the Administrator may issue a provisional permit to operate. The provisional permit to operate shall be good for a period of sixty (60) days from date of issuance and may be extended for an additional sixty (60) days from date of issuance and may be extended for an additional sixty (60) days.
- (c) Generally. A person desiring to so appeal shall file in the office of the Administrator, within fifteen (15) days of the ruling or order appealed from, a copy of the written appeal which shall include a brief statement of the reasons and a detailed statement of the facts supporting the appeal. Upon the expiration of the fifteen-day period without a written appeal being filed with the Administrator, as herein provided, the order or ruling of the environmental health inspector shall become final and nonappealable.

Sec. 11-6. Issuance.

Prior to beginning operation as a food establishment or food processing plant, a person shall contact the Administrator and request an inspection for permit. This inspection for permit shall

only be made if a current certificate of occupancy has been issued by the city building official to the building or structure where the food establishment or food processing plant is located. At the time of the inspection for permit the Administrator shall determine that the facility meets all of the rules and regulations of this chapter. Upon such determination, the person shall submit the completed application for permit and the required permit fee to the Administrator for a permit to be issued.

Sec. 11-8. Term; transfer; renewal.

A permit for a food establishment or a food processing plant shall be valid only for the calendar year in which it is issued ending December thirty-first, unless sooner revoked. The permit shall not be transferred or assigned, and shall be considered revoked should the location of the food establishment be changed or should same be sold or otherwise disposed of by the owner thereof. The permit shall be renewed annually by submission of a completed application and the required permit fee to the Administrator.

Sec. 11-9. Revocation or suspension; reinstatement.

Any permit granted herein, at the direction of the Administrator, shall be subject to revocation or suspension for failure of the grantee named therein or any of his employees, agents or representatives to operate the food products establishment in accordance with this chapter and all food and sanitary laws of the state. The permit shall be considered revoked if the city building inspections department revokes the certificate of occupancy for the building or structure in which the food establishment or food processing plant is located. Upon notice of revocation or suspension, the operation of the food establishment or food processing plant shall be immediately discontinued until there is compliance with the terms and provisions of this chapter. An application for reinstatement of this permit shall be made under the same terms and conditions as the original application.

Sec. 11-12. Permit required.

No person shall conduct, operate or maintain a temporary food establishment in the city who does not possess a valid permit from the Administrator as herein provided. Such permit is valid for up to fourteen (14) days and must be kept posted in the temporary food establishment.

Sec. 11-13. Requirements.

Requirements for a temporary food establishment shall be developed and provided by the Administrator in accordance with the requirements of state law.

Sec. 11-14. Issuance.

Prior to beginning operation as a temporary food establishment, a person shall contact the Administrator and request an inspection for permit. At the time of the inspection for permit, the Administrator shall determine whether the facility meets all of the rules and regulations pertaining to temporary food service, as required by the Administrator. Upon such determination,

the person shall submit the completed application for permit and the required permit fee to the Administrator for a permit to be issued.

SUMMARY OF CHANGES TO TFER PURPOSE & DEFINITIONS

General:

- Changed Chapter citations from §229 to §228.
- Changed format of definitions to reflect current rulemaking standards
- Updated agency information
- Updated definitions required by State statutes
- As per FDA, eliminated references to PHFs and included Time/Temp Control for Safety (TCS) food where applicable.
- Transition to Priority Item Violation and Priority Foundation Violation from Critical Violation. All terms will appear together.
- Transition from Non-Critical Violation to Core Item Violation. All terms will appear together

Subchapter A. General Provisions

§228.1 Purpose.

Changed purpose to include reference to State statutes and FDA.

§228.2 Definitions.

- (1) Added FDA definition of “Accredited program”
 - (5) Added definition of “Asymptomatic”
 - (7) Added definition of “Balut”
 - (8) Added definition of “Bare hand contact”
 - (9), (10) & (11) Separated definitions of different Bed and Breakfast types.
 - (15) Added Definition “Central Preparation Facility”
- Eliminated definition of “child care center”.

(18) Added definition of “Clostridium botulinum”.

Deleted definition of “Cottage food”.

(20) Added definition of “Color Additive”.

(24) Added definition of “Conditional Employee”.

(27) Added definition of “Controlled atmosphere packaging”.

(28) Added definition of “Cook chill packaging”.

(29) Added definition for “Core Items”.

(31) Added definition of “Counter-mounted equipment”.

(34) Changed definition of “Cut leafy greens” to include "this does not include the harvest cut. See (75) – definition of “Leafy greens”.

As per FDA deleted definition of “Enterohemorrhagic Escherichia coli”.

(43) Added definition of “Egg product”.

(47) Changed the definition of Event to include the terms: civic, political, public or educational and changed wording to include “would” grant permission to clarify the term events.

Eliminated the definition “farmer’s market”.

(52) Amended the definition of food establishment to include micro-markets. (See definition (149) referring to vending machines.)

(53) Added definition of “Food Additive”.

(57)(a) Changed definitions of food establishment to include terms: location, machine, micro-Market

(59) Added definition of “Food Protection Manager Certification”.

(65) Changed the definition of “Handwashing sink” to limit use for handwashing only.

(67) Added definition of “Health Practitioner”.

(75) Added definition of “leafy greens”.

(76) Added definition for “License”.

- (77) Added definition for “License holder”.
- (79) Added definition for “Listeria monocytogenes”.
- (81) Added definition of “Major Food Allergen”.
- (82) Changed definition of “Meat” to remove reference to “wild game animals and to include reference to definition of “game animals”.
- (83) Added definition of “Mechanically tenderized”.
- (85) Added definition for “Mobile Food Unit”
- (86) Added definition of “Modified atmosphere packaging”.
- (87) Added definition of “Molluscan shellfish”.
- (88) Added definition of “Non-continuous cooking”.
- (89) Included definition of Non-Time/Temperature control for safety food (NTCS)
- (95) Added PIC to definition of “Person in charge”.
- (99) Added definition of “Plumbing code”
- Eliminated definition of “Potentially hazardous foods”.
- (106) Added definition of “Priority item”
- (107) Added definition for “Priority Foundation Item”
- (109) Added a definition of “Psychrotrophic organisms”.
- (111) Added “is readily movable by one or two people and this type of mobile unit requires the support of central preparation facility” for “pushcart”.
- (112) Added definition for “ratite”.
- (118) Added Definition for “Re-Service”
- (123) Included roadside food vendor as a mobile food establishment.
- (128) Changed definition of “Service animal” to ADA definition.
- (133) Added acronym “STEC”

- (139) Added a definition of “Sous vide packaging”.
- (140) Added a definition of “Specialized processing method”.
- (144) Added Definition of Time/ Temperature control.
- (147) Added definition of “Vacuum packaging”.
- (149) Changed definition of “Vending machine” and exclude vending machines with NTCS and pre-packaged NTCS foods.

Subchapter B - Management and Personnel

§228.33 Certified Food Protection Manager and Food Handler Requirements

- Added new requirements for Certified Food Protection Manager that requires a CFM on site for each licensed establishment.
- Added a new requirement that all food employees shall successfully complete a food handler training course, accredited by the department, within 60 days of employment. Takes effect on September 1, 2016.
- Added requirements for the “original” certified food protection manager certificate being posted conspicuous to customer’s location.
- Added requirement for food handler certificates to be located on site.

§228.35 Responsibilities and Reporting Symptoms and Diagnosis

- This section was significantly revised to reflect the requirements for Conditions of Exclusions and Restrictions in accordance with the 2013 FDA Model Food Code by grouping together are responsibilities and requirements.
- Responsibility of Permit Holder, Person in Charge, and Conditional Employees now in 6 diagnosed illnesses. Norovirus, Hepatitis A, Shigella, STEC, and Salmonella typhi, now includes nontyphoidal Salmonella.

§228.36 Conditions of Exclusions and Restrictions

- This section was significantly revised to reflect the requirements for Conditions of Exclusions and Restrictions in accordance with the 2013 FDA Model Food Code.

§228.37 Managing Exclusions and Restrictions

- This section was significantly revised to reflect the requirements for Managing Exclusions and Restrictions in accordance with the 2013 FDA Model Food Code.

§228.38 Hands and Arms

- Provision added for the use of a disposable paper towel or similar clean barrier when touching surfaces such as manually operated faucets.
- Inclusion of “surrogate prosthetic devices” for hands and arms.
- Hand antiseptics must now meet specific requirement for use.
- Inclusion of using a “clean barrier” to touch surfaces after proper handwashing.

§228.45 Contamination Events

- Added new Section “Contaminations Events” for the clean-up of vomit and diarrheal events in a food establishment.

Subchapter C - Food

§228.62 Approved Sources

- Inclusion of “wild mushrooms” for sale or service by a food establishment.

§228.63 Specifications for Receiving

- Examples of evidence of previous temperature abuse provided.

§228.64 Molluscan Shellfish, Original Container and Records

- Shellstock tags must now be labeled with date the last shellstock from the container was served and maintain 90 days from that date.

§228.65 Preventing contamination by employees

- Added the requirement that the permit holder must obtain prior approval from the regulatory authority before conducting bare hand contact activities with ready-to-eat foods.

§228.66 Preventing food and ingredient contamination

- Frozen, commercially processed and packaged raw animal foods may now be stored or displayed with or above frozen, commercially processed and packaged ready-to-eat food.

§228.68 Preventing contamination from equipment, utensils, and linens.

- Single use disposable sanitizer wipes may now be used if done in accordance with EPA approved manufacturer's label use instructions. These may not be used in lieu of wash, rinse, and sanitizing.
- Take-home food establishment containers may now be reused if they are constructed for reuse, provided by the food establishment, returned to the food establishment after use, visually inspected by the food establishment before reuse and properly washed, rinsed, and sanitized before refilling.
- Take home containers for beverages may be refilled if it is a non-TCS food, the container is durable for cleaning at home or in food establishment, and is filled by the owner only if a system exists that allows a contamination free refill.

§228.71 Cooking

- Non-continuous cooking now only requires a re-heat, not to 165°F as previously required for all reheats, but only to the required cooking temperature for that particular food.

§228.72 Freezing

- Freezing for parasite destruction includes a new provision allowing storage for destruction at -20°F or below for a minimum of 24 hours.
- If specific fish, listed in (a)(2)(C) of this section, are raised and fed for service or sold as raw, raw-marinated, partially cooked, or marinated-partially cooked fish in ready-to-eat form, a written agreement or statement from the supplier or aquaculturist shall be provided and maintained for 90 days.

§228.75 Temperature and time control

- More requirements were added for “time as a public health control” for cold foods. Cold foods may now be held without temperature control for up to 6 hours or up to 70°F if removed from refrigeration at 41°F, documented and monitored.

§228.77 Clostridium botulinum and Listeria monocytogenes controls

- This section was significantly revised to reflect the requirements for Clostridium botulinum and Listeria monocytogenes control in accordance with the 2013 FDA Model Food Code
- Reduced oxygen packaging (ROP) previously had one category (double barrier) and is now divided into three categories; double barrier, single barrier (cook-chill and sous vide)

and 48 hour ROP. All categories would have previously required a HACCP plan but now 48 hour ROP does not.

§228.79 Labeling

- Added new requirements for food labeling for major food allergens to be in the ingredients unless stated in the common name.

Subchapter D. Equipment, Utensils, and Linens

§228.105 Accuracy of temperature measuring devices, food.

- Pressure measuring devices for mechanical warewashing equipment are now required to register in the range indicated on the manufacturer's data plate instead of previous being required to register in a range of 15-25.

§228.111 Equipment, maintenance and operation.

- Added requirements for sanitizing chemicals, constituted on site at the food establishment, meeting the concentration requirements of this section.

§228.112 Utensils and temperature and pressure measuring devices.

- Food temperature measuring devices now must be calibrated in accordance with manufacturer's specifications.

§228.125 Preventing Contamination

- Exposed, unused tableware must now be changed between customers or washed, rinsed and sanitized if used.
- Added language for usage of chemically treated towelettes: "If approved by the regulatory authority, when no food exposure exists and handwashing sinks are not conveniently available, such as in some Mobile Food Units or temporary food establishments or at some vending machine locations, employees may use chemically treated towelettes for handwashing."

Subchapter E. Water, Plumbing, and Waste.

§228.146. Plumbing design, construction, and installation.

- Changed the requirement for plumbing systems from according to law to according to the plumbing code (see definitions section).

§228.147. Plumbing, numbers and capacities.

- Added a restriction that states toilets, urinals, and showers cannot be used as a service sink.

§228.149 Plumbing operations and maintenance.

- Mobile food establishment inlet tanks must now be labeled as "Potable Water".

Subchapter F. Physical Facilities.

§228.173 Floors, walls and ceilings.

- Added words “anti-slip floor coverings” requirements in food establishments.

§228.174. Functionality.

- Added section for toilet room exceptions that do not require a tight-fitting and self-closing door if located outside a food establishment or such as a shopping mall.
- Outdoor servicing areas will now require overhead protection.

§228.175. Handwashing sinks.

- New provisions allowing for automatic hand washing facilities if approved by the regulatory authority.
- For mobile food operations and temporary food operations, if approved by the regulatory authority, when food exposure is limited, employees may use chemically treated towelettes for handwashing.
- Hand drying device that employs an air-knife system that delivers high velocity, pressurized air at ambient temperatures are now allowed.

§228.177 Lighting, intensity.

- Minimum light intensity requirements were changed for walk-in refrigeration units, dry storage areas, buffets, salad bars, reach-in and under counter refrigerators, area for ware washing, equipment storage and toilet rooms.

§228.186 Premises, building, systems, room, fixtures, equipment, devices, and materials.

- New language requiring plumbing fixtures such as handwashing sinks, toilets, and urinals to be cleaned as often as necessary to keep them clean.
- New language requiring the presence of insects, rodents, and other pests be controlled to eliminate their presence

Subchapter G. Poisonous or Toxic Materials.

§228.206 Chemicals.

- Chemicals used to wash or peel raw, whole vegetables must be approved additive and now include Ozone as an approved antimicrobial agent.

§228.210 First aid supplies. Availability.

- Added section requiring a first aid kit in food establishments.

Subchapter H. Requirements Applicable to Certain Establishments.

§228.221. Mobile Food Units, Requirements

- Added a paragraph requiring Mobile Food Units (MFU) to demonstrate they are readily moveable at license renewal.
- During the initial permitting of a mobile food establishment they must provide documentation of a Certified Food Protection Manager Certification, an approved central preparation facility, if needed, a copy of the last central preparation facility inspection report, a servicing area authorization, and a menu.
- MFU's must demonstrate equipment for cooling and heating food, and holding cold and hot food are sufficient in number and capacity to provide food temperatures.
- Mobile food establishment outlet tanks must now be labeled as "Waste Water".
- Toilet rooms shall be conveniently located and accessible to employees during all hours of operation.
- Removed requirement for a signed letter of authorization to “may” require, allowing the regulatory authority the ability to require signed letters of authorization.

§228.222. Temporary Food Establishments.

- Foods that are not prepared on site or that require extensive preparation or cooking must be prepared at a licensed food establishment.
- Temporary establishments may be required by the regulatory authority to have at least one person on site that has an accredited food handler certification.
- Added “tarps” as an example of suitable materials.

§228.223. Bed and Breakfast.

- Title of Section changed from Bed and Breakfast Extended Establishments to Bed and Breakfast.
- Added a Certified Food Manager requirement for Bed and Breakfast Limited Establishments.

§228.225 Micro Markets. - New Section Name change to Self Service Food Market

- New section added for Self-Service Food Markets (Micro Markets) and Requirements.
- Added requirement for providing video surveillance tapes for a period of fourteen (14) calendar days.

Subchapter I. Compliance

§228.244. Facility and Operating Plans

- Added new paragraphs that deal with plan review and the context of plans and specifications. The wording in these sections were changed from shall to may.

§228.249 Inspection Frequency performance-based and risk-based.

- Added new language changing to risk based inspection intervals to allow a risk-based inspection interval other than every 6 months as long as specific provisions are met.
- New language requiring the regulatory authority to periodically inspect temporary food establishments.

§228.251 Report of Findings.

- Critical items changed to “critical violations/priority items, priority foundation and /core/ non-critical items.” Updated to use of priority items, priority foundation items and core items by removing “critical violations and non-critical items”.

§228.253 Priority Item/Priority Foundation Item/Critical violations, time frame for correction.

- New requirement for permit holder to correct violations within 72 hours for priority items. Language changed to reflect three (3) days instead of 72 hours to be consistent throughout the document.

- New requirement for permit holder to correct violations within 10 days for priority foundation items.

§228.254 Core Items violations, time frame for correction.

- New requirement for permit holder to correct violation within 90 days or the next inspections (whichever comes first).

§229.173. Heimlich maneuver Poster. - Section Removed. (TFER 2006)

Subchapter J. Private Water Systems - New Subchapter provisions about Private Water Wells.

- The Texas Food Establishment rules contain no provisions to ensure safe drinking water systems at Food Establishments utilizing private, non-regulated water wells.
- Food Establishments with private water wells not regulated by the Texas Commission on Environmental Quality may need to upgrade their systems to meet new water supply regulations. This may include installing an automatic chlorinator and periodically testing the water quality (every months bacteriological testing estimated to be \$10/month/operating month and \$100/every three years for a chemical analysis).

EXHIBIT A

Sec. 11-1. Purpose; scope.

- (a) Purpose. The purpose of this chapter is to provide rules to safeguard public health and to provide consumers food that is safe, unadulterated, and honestly presented.
- (b) Scope. The rules in these sections shall cover food establishments and food processing plants operating and conducting business within the City of Abilene. It shall be the duty of the ~~health authority~~ City Manager or his designee (the "Administrator") to enforce the provisions of this chapter.

Sec. 11-3. Adopted.

~~The Texas Food Establishment Rules, TAC § 229.161 et al and the Federal Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food, Code of Federal Regulations (CFR), Chapter 21, Part 110, and all amendments thereto, are hereby enacted and adopted by reference, as the food and food handlers code for the City of Abilene and the same is hereby incorporated herein. The City of Abilene adopts by reference the provisions of the current rules, and as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments in this jurisdiction, and the rules found at 25 Texas Administrative Code, Chapter 229, subchapter K, regarding the regulation of accreditation and certification of food managers and food handlers, and as amended. Copies of these rules and code are on file with the Administrator~~ health authority.

Sec. 11-4. Appeals; ~~director of community services department and the health authority~~ Administrator; Texas Department of Health; generally.

- (a) ~~Administrator~~ Director of planning and development services and health authority. Any person dissatisfied with an order or ruling of the ~~health authority~~ environmental health inspector in the enforcement of the provisions of this chapter may appeal for an administrative review by the ~~Administrator~~ director of the planning and development services department and the health authority.
- (b) Texas Department of State Health Services. Any person dissatisfied with an order or ruling of the ~~health authority~~ Administrator in the enforcement of ~~TAC § 229.161 et al and CFR, Chapter 21, Part 110~~ this chapter, and all amendments thereto, may appeal to the Texas Department of State Health Services, Bureau of Food and Drugs, Retail Food Division, 1100 West 49th Street, Austin, Texas 78756. Pending a decision of this appeal, the director of the ~~planning and development services department and the health authority~~ Administrator may ~~jointly~~ issue a provisional permit to operate. The provisional permit to operate shall be good for a period of sixty (60) days from date of issuance and may be extended for an additional sixty (60) days from date of issuance and may be extended for an additional sixty (60) days.

(c) Generally. A person desiring to so appeal shall file in the office of the ~~health authority~~[Administrator](#), within fifteen (15) days of the ruling or order appealed from, a copy of the written appeal which shall include a brief statement of the reasons and a detailed statement of the facts supporting the appeal. Upon the expiration of the fifteen-day period without a written appeal being filed with the ~~health authority~~[Administrator](#), as herein provided, the order or ruling of the ~~health authority~~[environmental health inspector](#) shall become final and nonappealable.

Sec. 11-6. Issuance.

Prior to beginning operation as a food establishment or food processing plant, a person shall contact the ~~health authority~~[Administrator](#) and request an inspection for permit. This inspection for permit shall only be made if a current certificate of occupancy has been issued by the city building official to the building or structure where the food establishment or food processing plant is located. At the time of the inspection for permit the ~~health authority~~[Administrator](#) shall determine that the facility meets all of the rules and regulations of this chapter. Upon such determination, the person shall submit the completed application for permit and the required permit fee to the ~~health authority~~[Administrator](#) for a permit to be issued.

Sec. 11-8. Term; transfer; renewal.

A permit for a food establishment or a food processing plant shall be valid only for the calendar year in which it is issued ending December thirty-first, unless sooner revoked. The permit shall not be transferred or assigned, and shall be considered revoked should the location of the food establishment be changed or should same be sold or otherwise disposed of by the owner thereof. The permit shall be renewed annually by submission of a completed application and the required permit fee to the ~~health authority~~[Administrator](#).

Sec. 11-9. Revocation or suspension; reinstatement.

Any permit granted herein, at the direction of the ~~health authority~~[Administrator](#), shall be subject to revocation or suspension for failure of the grantee named therein or any of his employees, agents or representatives to operate the food products establishment in accordance with this chapter and all food and sanitary laws of the state. The permit shall be considered revoked if the city building inspections department revokes the certificate of occupancy for the building or structure in which the food establishment or food processing plant is located. Upon notice of revocation or suspension, the operation of the food establishment or food processing plant shall be immediately discontinued until there is compliance with the terms and provisions of this chapter. An application for reinstatement of this permit shall be made under the same terms and conditions as the original application.

Sec. 11-12. Permit required.

No person shall conduct, operate or maintain a temporary food establishment in the city who does not possess a valid permit from the ~~health authority~~[Administrator](#) as herein provided. Such permit is valid for up to fourteen (14) days and must be kept posted in the temporary food establishment.

Sec. 11-13. Requirements.

Requirements for a temporary food establishment shall be developed and provided by the ~~local health authority~~[Administrator](#) in accordance with the requirements of state law.

Sec. 11-14. Issuance.

Prior to beginning operation as a temporary food establishment, a person shall contact the ~~health authority~~[Administrator](#) and request an inspection for permit. At the time of the inspection for permit, the ~~health authority~~[Administrator](#) shall determine whether the facility meets all of the rules and regulations pertaining to temporary food service, as required by the ~~health authority~~[Administrator](#). Upon such determination, the person shall submit the completed application for permit and the required permit fee to the ~~health authority~~[Administrator](#) for a permit to be issued.



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

SUBJECT: Ordinance & Public Hearing: (Final Reading) CUP-2015-03 - On a request from Day Nursery, Inc., agent Catrena Browning, for a Conditional Use Permit to allow for 'Social Service Facility' on property zoned RS-6 (Single-Family Residential) & MF (Multi-Family Residential), located at 1142 & 1202 Ash St. (Bryner)

GENERAL INFORMATION

Currently the property is zoned RS-6 & MF and is developed but has been vacant for some time. The surrounding area is developed generally with single-family residential uses to the north, south, & west. The properties to the east transition quickly to HC zoning along N. Treadaway Blvd. The request is to allow for a 'Social Service Facility' for a new temporary housing (emergency) shelter for short term care (30 days or less) to children age Newborn-17. The maximum occupancy for the shelter will be up to 64 children. Both of the existing zoning districts require approval of a Conditional Use Permit for the proposed use.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. The property is just north of the Central Business District. Just to the east, N. Treadaway Blvd is designated as an 'enhancement corridor'. The area transitions quickly east to west from the HC zoning to residential zoning. The requested CUP is compatible with the Future Land Use Map and the adjacent residential uses in the area. However, if there are concerns with the single-family residential uses, conditions may be added to ensure compatibility with the neighborhood.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval as requested by a vote of 6 in favor (Bixby,

Dunnahoo, Ellinger, McClarty, Rosenbaum, & Famble), none opposed, and 1 abstained (Calk).

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Narrative from Applicant	Backup Material
▣ Staff Report with Maps	Backup Material
▣ Surrounding Property Owner Response	Backup Material

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY AND CALLING A PUBLIC HEARING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That Chapter 23, part known as the "Land Development Code" of the Abilene Municipal Code, be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 17th day of December, A.D. 2015.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of November, 2015, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of January, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of January, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

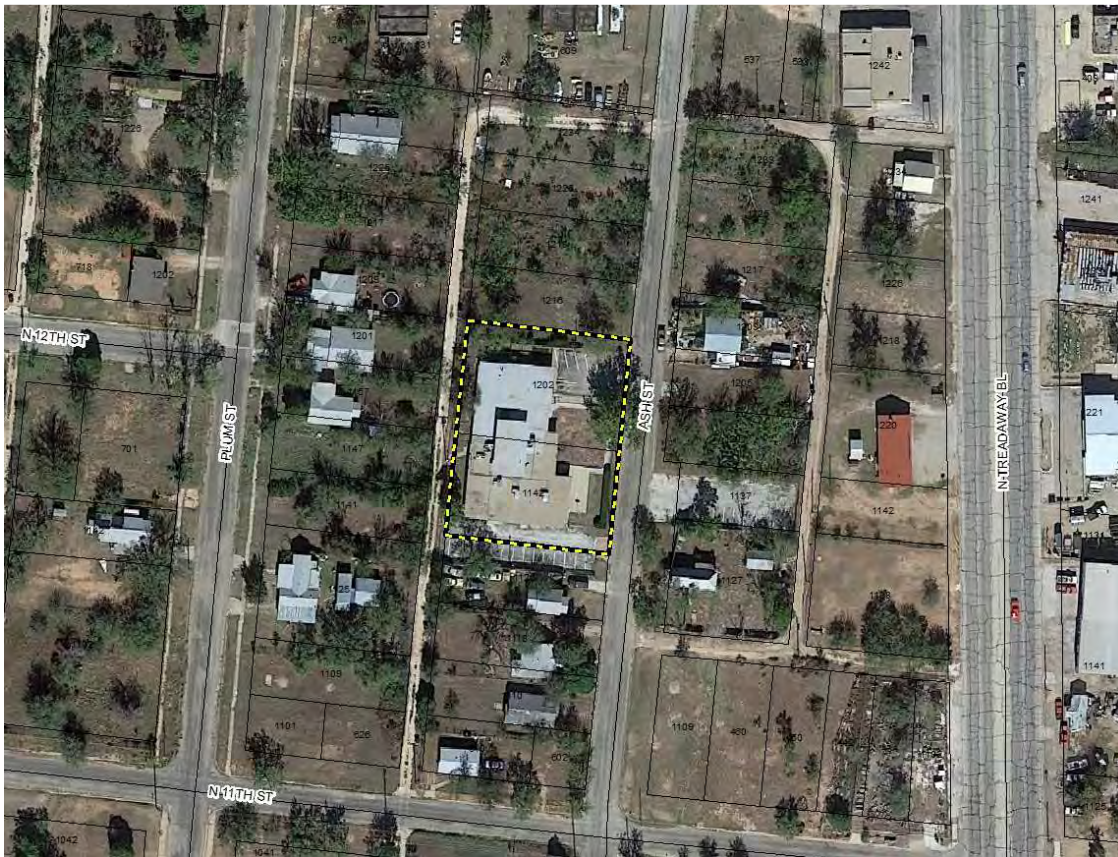
ORDINANCE NO. _____

EXHIBIT "A"

Approve a Conditional Use Permit for 'Social Service Facility' on property zoned RS-6 (Single-Family Residential) & MF (Multi-Family Residential).

Location:
1142 & 1202 Ash St

Legal Description:
LTS 5&6 199 OT ABL 3-3 DAUGHERTY S1/2
LTS 1 & 2 199 4-4 SHARP OT ABL



With the following conditions:

- none.

-END-

We are requesting Conditional use be added to the property at 1202 Ash Street. We are planning on opening an emergency shelter that is licensed with the Department of Family and Protective Services. The Emergency Shelter will provide short term care (30 days or less) to children age Newborn-17. The max occupancy for the shelter will be up to 64 children. Children will be placed with the shelter when DFPS is unable to find family or foster homes for these children. Having an emergency shelter will give DFPS more time to find suitable placement for the children. The Emergency Shelter will employ 8 caregivers (caregiver/child ratio of 1-8), plus additional employees for transportation, office, and kitchen staff as needed. All additional services needed by the children in the care of the Emergency Shelter will be met locally.

Thank you,

Catrena Browning



ZONING CASE CUP-2015-03

STAFF REPORT

APPLICANT INFORMATION:

Day Nursery of Abilene, Inc.
Applicant: Catrena Browning

HEARING DATES:

P&Z Commission: December 7, 2015
City Council 1st Reading: December 17, 2015
City Council 2nd Reading: January 14, 2016

LOCATION:

1142 & 1202 Ash St

REQUESTED ACTION:

Conditional Use Permit to allow for 'Social Service Facility' on property zoned RS-6 (Single-Family Residential) & MF (Multi-Family Residential)



SITE CHARACTERISTICS:

The subject parcel is the old location for Day Nursery of Abilene. The property is currently developed but has been vacant for some time. The adjacent properties are zoned RS-6 (Single-Family Residential) to the north, south, & west. The properties to the east are a mix of RS-6, MD (Medium Density Residential), & HC (Heavy Commercial) zoning. The HC zoning was very recently approved.

ZONING HISTORY:

The property was part of the original town that was incorporated in 1895. The RS-6 zoning was approved sometime after. The MF zoning was approved in 1980.

ANALYSIS:

- Current Planning Analysis
Currently the property is zoned RS-6 & MF and is developed but has been vacant for some time. The surrounding area is developed generally with single-family residential uses to the north, south, & west. The properties to the east transition quickly to HC zoning along N. Treadaway Blvd. The request is to allow for a 'Social Service Facility' for a new temporary housing (emergency) shelter for short term care (30 days or less) to children age Newborn-17. The maximum occupancy for the shelter will be up to 64 children. Both of the existing zoning districts require approval of a Conditional Use Permit for the proposed use.
- Comprehensive Planning Analysis
The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. The property is just north of the Central Business District. Just to the east, N. Treadaway Blvd is designated as an 'enhancement corridor'. The area transitions quickly east to west from the HC zoning to residential zoning. The requested CUP is

compatible with the Future Land Use Map and the adjacent residential uses in the area. However, if there are concerns with the single-family residential uses, conditions may be added to ensure compatibility with the neighborhood.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval as requested by a vote of 6 in favor (Bixby, Dunnahoo, Ellinger, McClarty, Rosenbaum, & Famble), none opposed, and 1 abstained (Calk).

NOTIFICATION:

Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
RANDOLPH ELIZABETH	1233 ASH ST	
MARQUEZ VINCENT	1209 PLUM ST	
PORTLOCK WALTER	1233 PLUM ST	
MUNSON JAMES C	602 N 11TH ST	
CORPIAN GARY LEE & MARILU LEE	1125 PLUM ST	
DANSBY MARY JAMES	1225 ASH ST	
DANSBY MARY JAMES	1217 ASH ST	
ALLMAND MIKAELA	1226 N TREADAWAY BL	
EMMANUEL COMMUNITY CHURCH	626 N 11TH ST	
VILLARREAL DOTTY M	1209 ASH ST	
LEDDYS LEGACY LLC	1220 N TREADAWAY BL	Opposed
LANKFORD TERRY & SUSAN	460 N 11TH ST	In Favor
COLEMAN SHELTON	1141 PLUM ST	
STEVENSON BERTHA	1118 ASH ST	
ALLMAND MIKAELA	1218 N TREADAWAY BL	
DEARMAN LARRY & LESLIE	1217 PLUM ST	
JACKSON A C	1226 ASH ST	
JACKSON A C	1234 ASH ST	
JACKSON A C	1225 PLUM ST	
LANKFORD TERRY & SUSAN	1109 ASH ST	In Favor
CITY OF ABILENE	1242 ASH ST	
ABILENE CONCEPTS IN STONE LLC	1142 N TREADAWAY BL	
WASHINGTON ORA B	1201 PLUM ST	
LANKFORD KELLY CLINT	1138 N TREADAWAY BL	
RICHARDSON LUCY A	1201 ASH ST	
GRAY BETTY	1216 ASH ST	
ROBINSON GEORGE	1126 ASH ST	
DAY NURSERY OF ABL INC	1137 ASH ST	In Favor

COATS AMUEL	1157 PLUM ST	
GLOVER QUINCY MRS	1110 ASH ST	
DAY NURSERY OF ABL INC	1142 ASH ST	In Favor
MATTEA ROGER %	1147 PLUM ST	
DAY NURSERY OF ABL INC	1205 ASH ST	In Favor
LANKFORD TERRY & SUSAN	450 N 11TH ST	In Favor
MATTEA ROGER %	1218 ASH ST	
MUNSON JAMES C	610 N 11TH ST	
LANKFORD KELLY CLINT	1127 ASH ST	
EMMANUEL COMMUNITY CHURCH	1109 PLUM ST	
EMMANUEL COMMUNITY CHURCH	1101 PLUM ST	
DAY NURSERY OF ABL INC	1202 ASH ST	In Favor

7 in Favor- **Y**
 1 Opposed- **N**











Administration Office
702 Cedar Street
Abilene, Texas 79601

(325) 673-1110
(325) 677-0235 fax

www.daynurseryabilene.org

November 30, 2015

Ben Bryner, Planning Services Manager
Planning and Development Services
City of Abilene
P.O. Box 60
Abilene, TX 79604

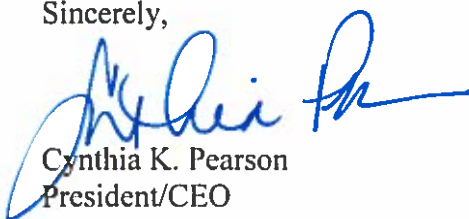
Dear Ben:

The Day Nursery of Abilene is in receipt of the "Notice of Public Hearing" for Rezoning Application #CUP-2015-03 for the property located at 1137, 1142, 1202 and 1205 Ash Street. These properties are currently owned by the Day Nursery of Abilene as noted on the attached Taylor CAD listings. A current offer for sale is pending warranting the zoning change for a "Conditional Use Permit" for a temporary living shelter.

The Day Nursery of Abilene is in support of this zoning change request being made by Catrena Browning. The proposed social cause/use of the facility and property will directly benefit the Abilene community.

Thank you for the opportunity to support this zoning change.

Sincerely,



Cynthia K. Pearson
President/CEO

Enclosures

cc: Day Nursery of Abilene, Board of Directors



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

Ordinance & Public Hearing: (Final Reading) TC-2015-06 - On a request from Morgan Green, agent EHT, to abandon an unpaved segment from the south margin of the right-of-way of N. 16th St and extending 140 feet east from Pine St. (Bryner)

GENERAL INFORMATION

This is a result of the realignment of N. 16th St east of Pine St. The realignment has created an unpaved section south of the new street segment. The request is to create a new south right-of-way (ROW) boundary and abandon the remaining unpaved segment. This would allow the property owner to the south to create a larger lot to be used for additional parking associated with the existing restaurant. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.

The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Plat Review Committee: The Plat Review Committee recommends **approval** of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. The adjacent properties must be replatted within 12 months. The replat must not create any non-conforming lots.

Staff Recommendation: Approval per the Plat Review Committee. The request would not create any issues.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommended approval as requested by a vote of 6 in favor (Bixby, Dunnahoo, Ellinger, McClarty, Rosenbaum, & Famble), none opposed, and 1 abstained (Calk).

ATTACHMENTS:

Description	Type
☐ Ordinance Cover	Ordinance
☐ Ordinance Exhibit	Ordinance
☐ Staff Report with Maps	Backup Material
☐ Exhibit from Applicant	Backup Material

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 17th day of December, A.D. 2015.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of November, 2015, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 14th day of January, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

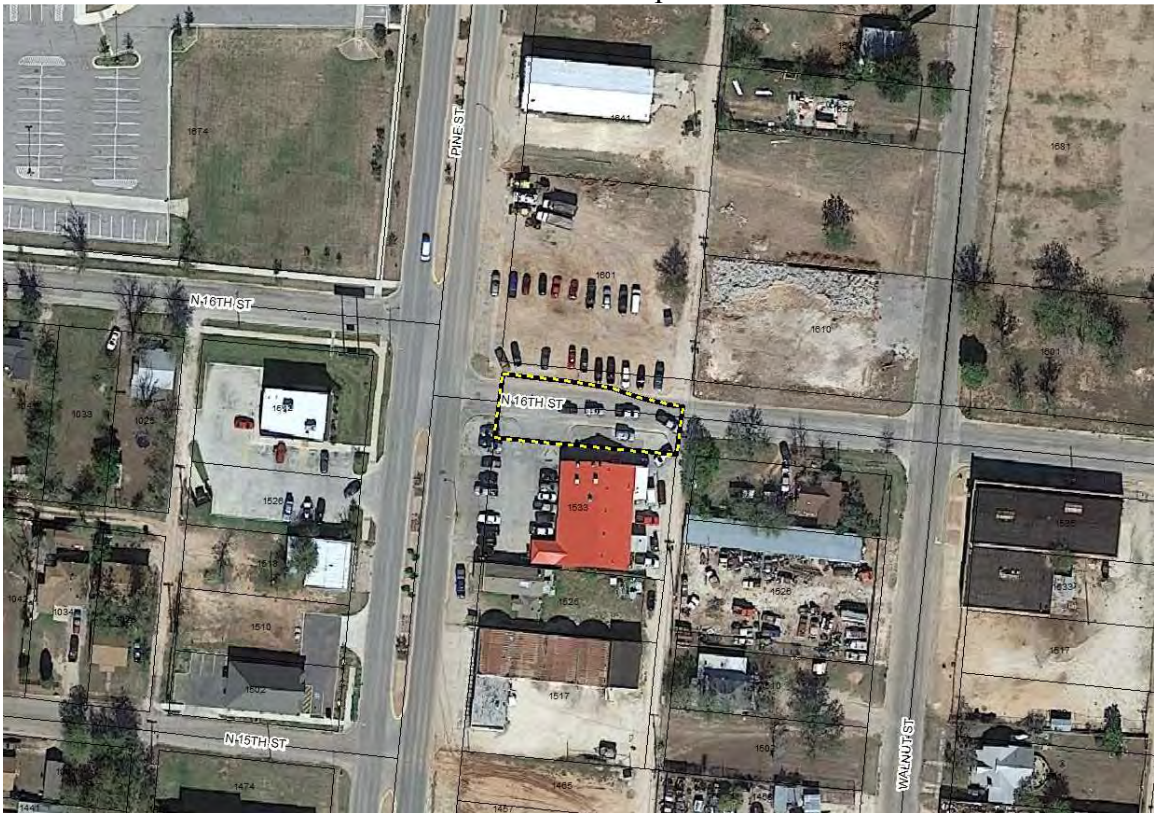
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons: an unpaved segment from the south margin of the right-of-way of N. 16th St and extending 140 feet east from Pine St

All Public ROW as indicated and shown in the map below within the dashed line:



With the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. The adjacent properties must be replatted within 12 months. The replat must not create any non-conforming lots.

-END-

ZONING CASE TC-2015-06

STAFF REPORT



APPLICANT INFORMATION:

Morgan Green
Agent: EHT

HEARING DATES:

P & Z Commission: December 7, 2015
City Council 1st Reading: December 17, 2015
City Council 2nd Reading: January 14, 2016

REQUESTED ACTION:

Abandon: an unpaved segment from the south margin of the right-of-way of N. 16th St and extending 140 feet east from Pine St

SITE CHARACTERISTICS:

This is a result of the realignment of N. 16th St east of Pine St. The realignment has created an unpaved section south of the new street segment. The request is to create a new south right-of-way (ROW) boundary and abandon the remaining unpaved segment. This would allow the property owner to the south to create a larger lot to be used for additional parking associated with the existing restaurant. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.



REQUEST ANALYSIS:

The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

RECOMMENDATIONS:

Plat Review Committee: The Plat Review Committee recommends **approval** of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. The adjacent properties must be replatted within 12 months. The replat must not create any non-conforming lots.

Staff Recommendation: Approval per the Plat Review Committee. The request would not create any issues.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission recommended approval as requested by a vote of 6 in favor (Bixby, Dunnahoo, Ellinger, McClarty, Rosenbaum, & Famble), none opposed, and 1 abstained (Calk).

NOTIFICATION:

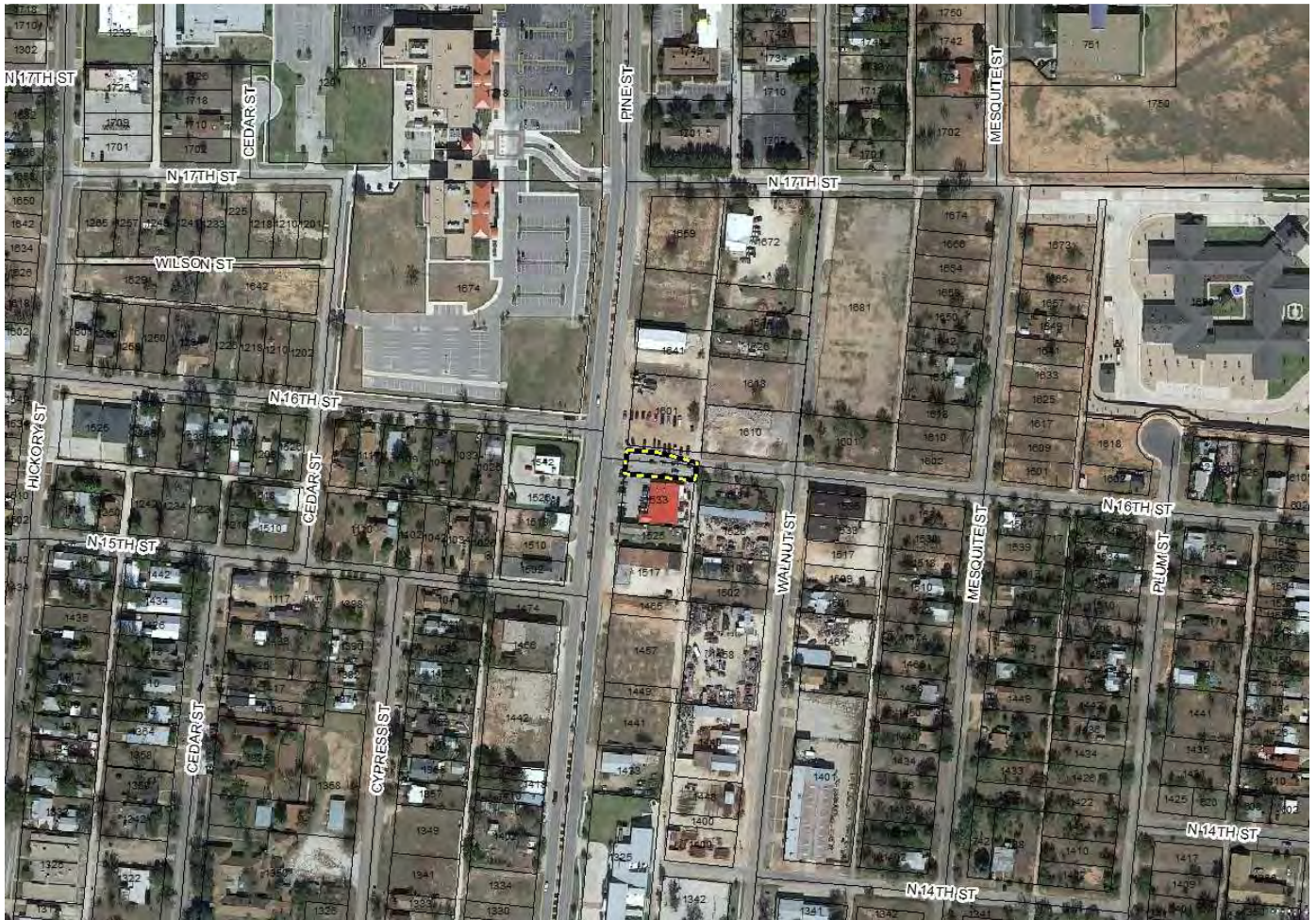
Property owners within the 200’ of the subject rights-of-way were notified.

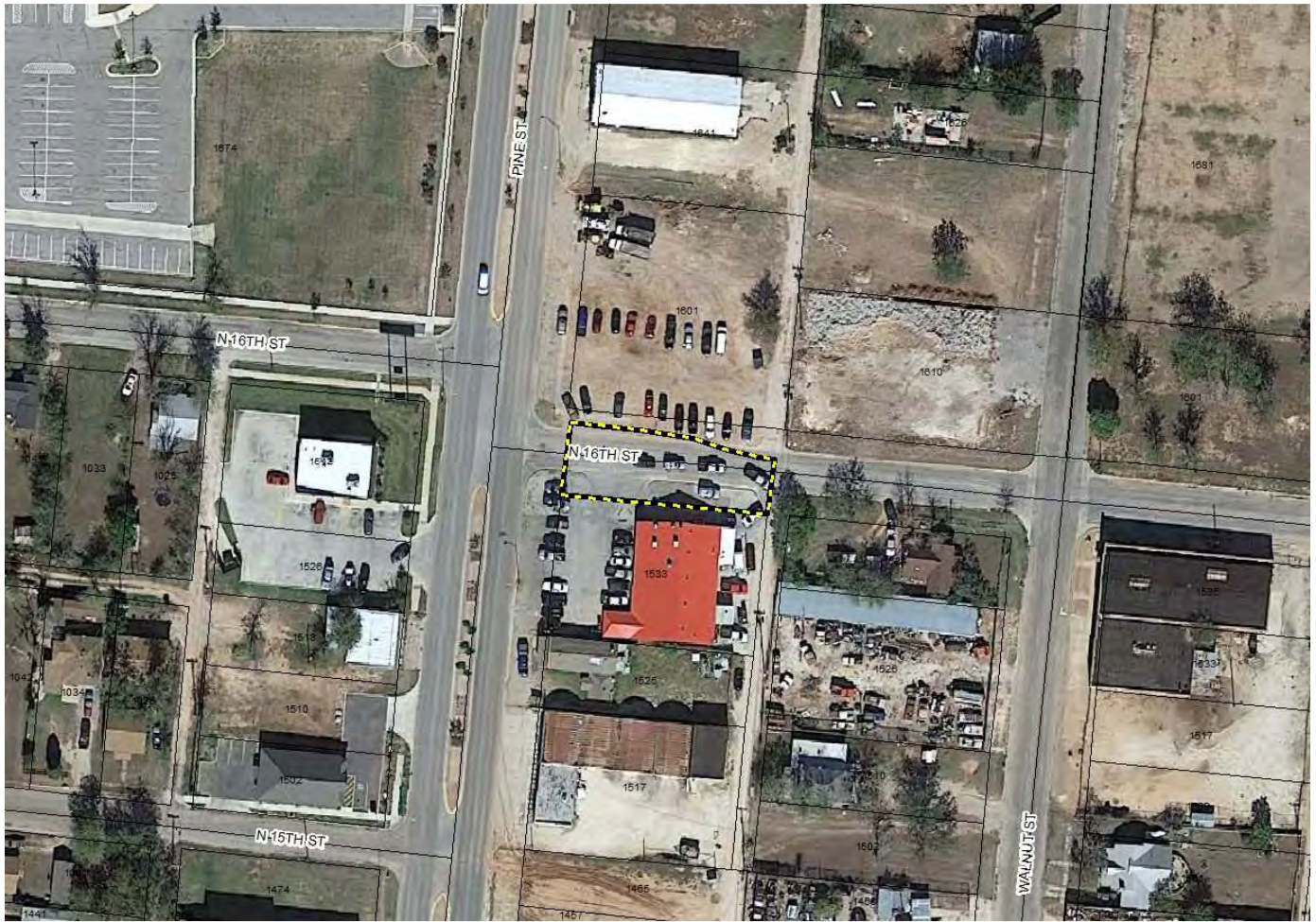
OWNER	ADDRESS	RESPONSE
CALK ROBERT AS TR	1518 PINE ST	
BIG COUNTRY SUBS CO	1526 PINE ST	
TORRES ERNEST JR	1510 WALNUT ST	
STEVENS TOMMY	1517 PINE ST	
WILSON COLE F	1510 PINE ST	
BIG COUNTRY SUBS CO	1542 PINE ST	
TCR REALTY INC	1525 PINE ST	
STEVENS TOMMIE	1526 WALNUT ST	
WELCH LEONA & JOSEPH A PARKER	1534 WALNUT ST	
ARIAS RICARDO & ORALIA G	1533 PINE ST	
HENDRICK MEDICAL CENTER	1641 PINE ST	In Favor
HENDRICK MEDICAL CENTER	1618 WALNUT ST	In Favor
HENDRICK MEDICAL CENTER	1610 WALNUT ST	In Favor
HENDRICK MEDICAL CENTER	1674 PINE ST	In Favor
HENDRICK MEDICAL CENTER	1601 PINE ST	In Favor

5 in Favor- **Y**
0 Opposed- **N**



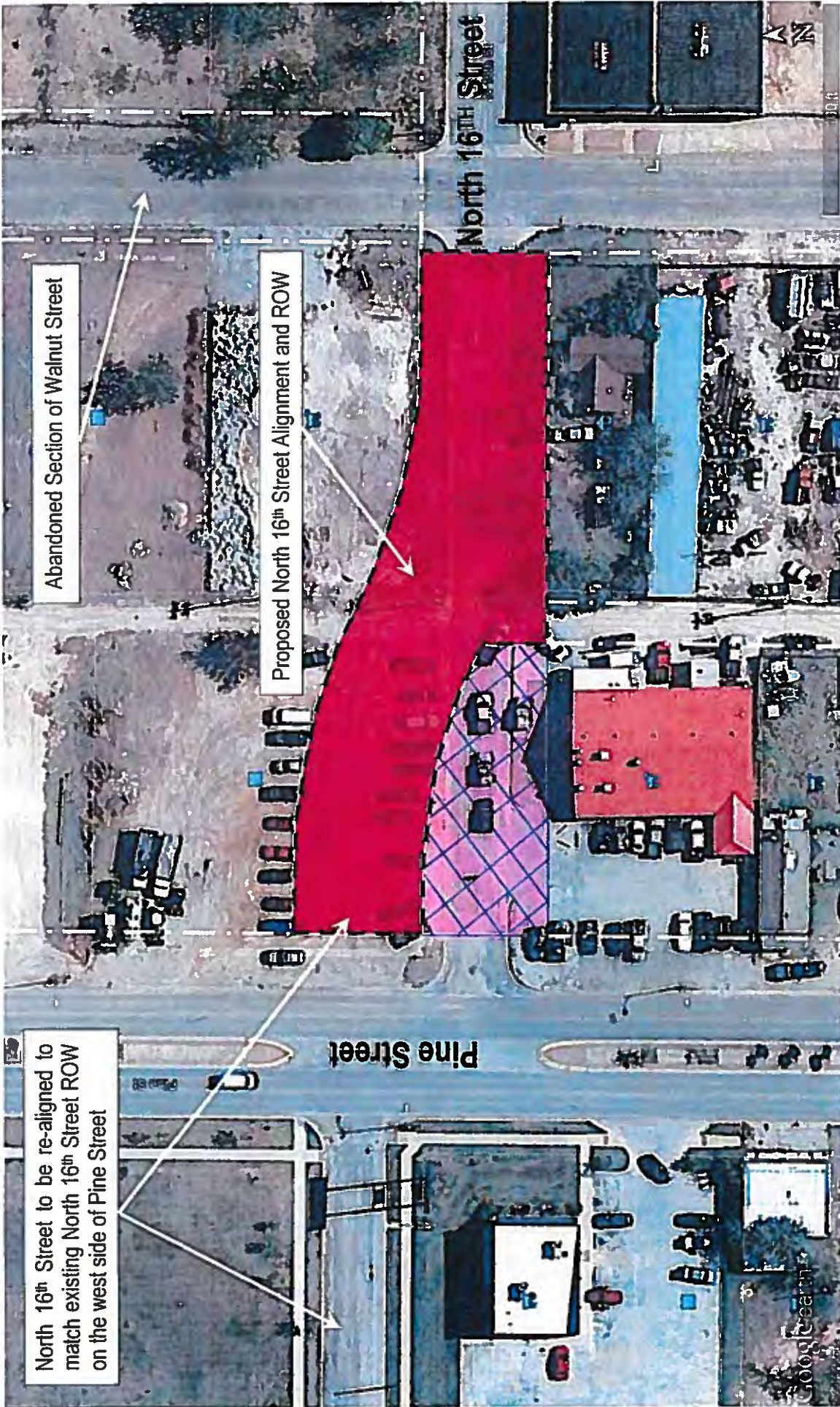








PROPOSED 16TH STREET RE-ALIGNMENT
PROPOSED STREET ALIGNMENT AND ROW AREA



**PROPOSED 16TH STREET RE-ALIGNMENT
PROPOSED STREET ALIGNMENT AND ROW AREA**



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Honorable Mayor and members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: Oral Resolution: Adopting a policy establishing criteria for the use of pro-rata funds for residential development. (Hanna)

GENERAL INFORMATION

The purpose of this policy is to establish rules and guidelines governing the use of the City's pro-rata program as authorized by Section 32-117 of the City's Code of Ordinances for the purpose of promoting and encouraging the development of residential subdivisions within the corporate limits of the City of Abilene.

Section 32-117 of the City's Code of Ordinances establishes a pro-rata fund. The text of which is below:

Sec. 32-117. Pro rata water and sewer account; disposition of revenue.

- a) There shall be a pro rata water and sewer account maintained as part of the city's account. All money received for pro rata payments or for payment of the total cost of water and sewer extensions as provided in this article shall be deposited in the pro rata water and sewer account.
- b) Payment of the pro rata charge or the total cost of extensions as provided in this article shall authorize the director of water utilities to cause the required construction to be done. All charges for work done to extend water and sanitary sewer service shall be charged to the water and sewer pro rata account.
- c) Pro rata charges shall be refunded to certain landowners or developers who, under the terms of a previous ordinance, are entitled to pro rata charges collected from property owners connecting to mains which they, the landowners or developers to be refunded, have paid to be installed. In accordance with that previous ordinance, refunds shall be made only for a period of fifteen (15) years following the city's acceptance of such mains.

(Ord. No. 59-1987, pt. 1, 9-24-87)

The 15 year provision mentioned in item (c) above expired in 2002.

It is anticipated that this policy would allow the City to partner with residential developers for single-family residential subdivisions that will create 200 or more homes at build-out of all phases.

This policy allows the City Manager to negotiate development agreements using this tool to encourage and promote infill development and redevelopment in established neighborhoods regardless of the size of the

development.

This policy would serve as a means whereby the City could partner with developers for utility line extensions that may prove too costly to complete at the initial onset of a development, but could be reimbursed to the City by the developer over time by phases as the development builds out.

SPECIAL CONSIDERATIONS

All development agreements negotiated under this policy would require the approval of the City Council.

FUNDING/FISCAL IMPACT

The pro-rata fund has a current balance of \$962,399. It is anticipated that all projects completed through this policy would be reimbursed over time by the developer as each phase receives a final plat and is authorized for construction.

STAFF RECOMMENDATION

Staff recommends the adoption of the policy statement as written.

BOARD OR COMMISSION RECOMMENDATION

There is no prior Board or Council action on this item.

ATTACHMENTS:

Description	Type
□ Policy 2016-001	Backup Material

COUNCIL POLICY STATEMENT

<i>SUBJECT</i>	<i>POLICY NO.</i>	<i>ADOPTED</i>	<i>PAGE</i>
Use of Pro-Rata for promoting residential development	2016-001	DRAFT	1 of 1

PURPOSE

The purpose of this policy is to establish rules and guidelines governing the use of the City’s pro-rata program as authorized by Section 32-117 of the City’s Code of Ordinances for the purpose of promoting and encouraging the development of residential subdivisions.

POLICY AND PROCEDURE

A. The City Manager is authorized to negotiate Development Agreements with private developers that expends funds held in the City’s pro-rata fund for water and sewer utility related public improvements subject to the parameters and conditions set forth below:

- 1.) The proposed residential development must create at least 200 additional new single-family detached dwellings at the completion of all development phases.
- 2.) The proposed residential developer is required to pay the City a pro-rata payment for the total cost of the public improvements contemplated under the Development Agreement, on a pro-rata basis by development phase. The residential developer is responsible for the total cost of hiring a Texas Licensed Professional Engineer to design the onsite and offsite public improvements, and those costs shall not be paid from the pro rata fund.
- 3.) The total number of development phases contemplated for the residential development shall be minimized so that the required pro-rata payment is maximized over the shortest time period allowable under prevailing market conditions.

B. The City Manager is authorized to use the provisions set forth in this policy statement for infill development, and may negotiate Development Agreements for the use of pro-rata funds on infill development and redevelopment projects in established neighborhoods regardless of the total number of new single-family detached dwellings created.

C. All Development Agreements authorized and negotiated under this policy statement are subject to the approval of the City Council, and shall not result in the establishment of an impact fee as defined in applicable State statute.

D. This policy does not circumvent or amend any requirements of the City’s code of ordinances or land development code or other applicable laws.

E. This policy does not require the City Manager to negotiate Development Agreements with any private developer, but allows the City Manager to do so in his sole discretion.



**City Council
Agenda Memo**

City Council Meeting Date: 1/14/2016

TO: Robert Hanna, City Manager

FROM: Danette Dunlap, City Secretary

SUBJECT: Resolution: Appointing/Reappointing members to the Various Boards and Commissions.

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Exhibit	Backup Material
<input type="checkbox"/> Animal Services Appointment	Backup Material
<input type="checkbox"/> Child Adv Board Reappointment	Backup Material
<input type="checkbox"/> Child Adv. Board New Appointment	Backup Material

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

PART 2: That this resolution shall take effect immediately from and after its passage.

PASSED this 14th day of January, A.D. 2016.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith
Interim City Attorney

EXHIBIT "A"

Abilene Taylor Co. Child Advocacy Board

Members

- Leslie Boiles (New appointment) Nov. 2017
- Karon Bingaman (Reappointment) Nov. 2018

Animal Services Advisory Board

Members

- Lora Jones (replaces Leah Herron) Nov. 2018

Development Corporation of Abilene (DCOA)

Member

- _____ Term Expires Nov. 2018

New Appointment Form

MEMORANDUM

Date 10/22/2015

TO: Danette Dunlap, City Secretary
FROM: Aaron Vannoy/Animal Services Manager
SUBJECT: Board **Appointment** Recommendation

Board: Animal Services Advisory Board

Synopsis of vacancies: Current Member rolls off

Board Chair: Dr. Jack Callan

Board Chair Recommendation: Dr. Callan approves

Staff Contact: Aaron Vannoy

Staff Recommendation: Staff approves

Recommendation:

Appoint:

Name/Title: Lora Jones

Place of Employment: Hendrick Home for Children

Mailing Address: 5933 S. 1st, Abilene TX 79603

Home Address:

Home Phone: 325-665-4890

Business Phone:

Race: Caucasian

Gender: Female

Position Previously Held by: Leah Herron

Vacancy Due to: Rotated Off November 2015

Service as Alternate:

Date Potential Board Member was Contacted:

Comments: Lora Jones is on the Board of Rescue the Animals, SPCA

Reappointment Form**MEMORANDUM**

December 7, 2012

TO: Danette Dunlap, City Secretary

FROM: Melinda Beard, CAC Director

SUBJECT: Board **Reappointment** Recommendation

Board: Abilene / Taylor County Child Advocacy Center Advisory Board (ATCCAC)
 The City Council established the ATCCAC Advisory Board on December 04, 2003. The Board supports the cooperative team approach to the investigation of child abuse and neglect. The Advisory Board assists in the operational development of the ATCCAC by reviewing interagency policies, providing public awareness, assisting in networking and training, providing community input, obtaining donations and reviewing budget expenditures. The term nomination is for a period of three years.

Board Chair: Karon Bingaman-Hall

Board Chair Recommendation: The Board Chair is Karon Bingaman.

Staff Contact: Melinda Beard

Staff Recommendation: The staff, after reviewing the recommended person's willingness, past efforts, and personal experiences, recommends the reappointment of Karon Bingaman.

Recommendation:

Reappoint:

Name/Title: Karon Bingaman – Pediatric Nurse
Place of Employment: Hendrick Medical Center
Mailing Address: 390 Lollipop Trail
 Abilene, TX 79602
Home Address: same
Home Phone: 325-668-7894
Business Phone:
Race: White
Gender: Female

Note:

Service: June 2006

9 years, 3 complete terms

Attendance record: 3 meetings held in the last year
 1 excused absence

Date Potential Board Member was Contacted: Unknown

SUGGESTION FORM

To: Mayor Archibald

From: Melinda Beard

Subject: Suggestions for Board appointments / re-appointments

Board Name: Abilene / Taylor County Child Advocacy Center Board

Suggestions: Leslie Boiles completed a board application at City Hall and then contacted me via email. I met with her yesterday in order to run a background check and I asked that she send me a short bio that I could submit to you. I've included the bio she sent. From the short amount of time I met with her yesterday, I believe that she would be an active and passionate member of the CAC Board.

Leslie Boiles MSN RN CNE (DNP Student)

I am originally from Montgomery, Alabama but have lived in Abilene for 30 years. I am married and have one son, Hunter, who attended AISD pre-school through grade 12. He graduated from Abilene High School in 2012 and is now a senior at Hardin-Simmons University set to graduate in May 2016.

I received my Bachelor's Degree in Nursing in May 1999 from Hardin-Simmons University (HSU). Following graduation I worked for Hendrick Medical Center/Texas Midwest Surgery Center in the operating room as a surgical nurse and OR Coordinator for 15 years. As a surgical circulator I provided direct patient care in the surgical setting and as the OR Coordinator provided supervision of all operating room staff. In May 2014 I received my Master's Degree in Nursing Education from HSU. I passed the certification exam for nurse educators following MSN graduation and received my certified nursing educator certificate in June 2014. During my master's program I was employed by HSU as a clinical instructor for undergraduate nursing students at Patty Hanks Shelton School of Nursing and supervised students in medical-surgical units at Hendrick Medical Center. I was also involved in the community immunization program for students of the Big Country through Patty Hanks Shelton School of Nursing and assisted numerous faculty members with didactic and simulation courses. I completed my nursing education practicum at Abilene Christian University School of Nursing (ACUSON) and was hired as a faculty member upon graduation. At ACUSON I was charged with creating and organizing the Mental Health Clinical course and recruited and coordinated multiple clinical sites in the community for senior nursing students. I currently teach Mental Health, Mental Health Clinical, Pharmacology, and Medical-Surgical Nursing at ACUSON. I also advise and mentor junior and senior students and enjoy being a part of their personal and professional growth. I am currently pursuing my Doctorate of Nursing Practice in Executive Leadership at Texas Tech University Health Sciences Center in Lubbock and hope to complete the program in May 2017. I have always loved children and I am scheduled to begin training for the Court Appointed Special Advocate (CASA) program in January 2016. I am a member of the American Nurses Association (ANA), Texas Nurses Association (TNA), and I am the secretary for the Omicron Zeta Chapter of Sigma Theta Tau Honor Society of Nursing. I review articles for the Association of perioperative Registered Nurses Journal (AORN), am an expert advisor for TNA, volunteer with the Lifekids Children Ministry at Radiant Life Church, and I am a substitute driver for Meals on Wheels.

I am excited to have the opportunity to become more involved in advocacy for the safety and well-being of children in my community and would be honored to become a member of the Child Advocacy Board of Abilene.

RESOLUTION -2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE APPOINTMENT OF AN ASSISTANT CITY ATTORNEY

WHEREAS, Section 73, Charter of the City of Abilene, provides that there shall be such Assistant City Attorneys as may be authorized by the Council and appointed by the City Attorney; and

WHEREAS, Section 73, Charter of the City of Abilene, further provides for the appointment of an Assistant City Attorney upon approval of the City Council; and

WHEREAS, such Assistant City Attorneys shall be authorized to act for and on behalf of the City Attorney; and

WHEREAS, Steven M. Levesque, Attorney at Law, is recommended by the City Attorney for appointment as an Assistant City Attorney, in accordance with the City Charter of the City of Abilene.

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

That the City Council of the City of Abilene hereby approves of the appointment of Steven M. Levesque, attorney at law, as an Assistant City Attorney, City of Abilene.

ADOPTED this 14TH day of January, 2016.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney