



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 11/18/10

FROM: Mindy Patterson, Director of Finance

*Mindy*

SUBJECT: Financing by the Stamford Higher Education Facilities Corporation for  
Hardin-Simmons University

**GENERAL INFORMATION** - Hardin-Simmons University (HSU) has requested financing by the Stamford Higher Education Facilities Corporation, which is a higher education finance corporation. HSU is issuing approximately \$2.3 million in taxable and tax exempt obligations for the purpose of financing the cost of acquiring, constructing, renovating, remodeling and equipping education and housing facilities, and facilities incidental, subordinate, or related thereto or appropriate in connection therewith, including (1) heating, ventilating, and air conditioning (HVAC) improvements on the campus at 2200 Hickory, Abilene, Texas 79698, including the Johnson Building, the Logsdon Building and Moody Center; (2) renovating and waterproofing, including repairing roofs and drains to, Ferguson Hall, Nix Hall, the Logsdon Building and the Van Ellis Theatre on the Campus and (3) other improvements to the Campus including sidewalks, ramps, grounds and lighting. A portion of the proceeds will be used to pay certain expenses in connection with the issuance. Financing has been arranged by the Bank of America. The Bank of America's offer is conditioned upon the financing being "Bank Qualified" which means that the issuer and the City on whose behalf it was created may not issue more than \$10 million in tax-exempt securities in any year. For this reason, HSU has opted to have the Stamford Higher Education Facilities Corporation issue the obligation instead of the Abilene Higher Education Facilities Corporation (AHEFC) since the City's bond and certificates of obligation sale will exceed the \$10 million bank qualified cap.

The Federal Income Tax Code contains a provision, Section 147(f), that will require the chief elected officer of the City of Abilene to sign an approval of the financing and the project, since the project is located in the City.

**SPECIAL CONSIDERATIONS** - HSU will hold a public hearing on November 17, 2010, to discuss the issuance of the obligations. The hearing officer for HSU, Mr. Harold Preston, will provide a copy of the certificate of public hearing.

**FUNDING/FISCAL IMPACT** - The City will have no liabilities for the payment of the obligations nor shall any of its assets be pledged to the payment of the obligations.

**STAFF RECOMMENDATION** - Staff recommends that the City Council approve the attached Resolution.

**ATTACHMENTS** - 1) Resolution without Exhibits

Prepared By:

Name Mindy Patterson

Title Director of Finance

Item No. 6.1

Disposition by City Council

Approved  Denied  
 Other Ord/Res # \_\_\_\_\_

\_\_\_\_\_  
City Secretary

**CERTIFICATE FOR RESOLUTION**

(Project City)

**THE STATE OF TEXAS                   •**  
**COUNTY OF TAYLOR                   •**  
**CITY OF ABILENE                   •**

We, the undersigned officers of the City of Abilene, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in regular meeting on November 18, 2010 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Norm Archibald	Mayor
Shane Price	Councilmember
Joe Spano	Councilmember
Anthony Williams	Councilmember
Robert Briley	Councilmember
Stormy Higgins	Councilmember
Kellie Miller	Councilmember

and all of said persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY THE STAMFORD HIGHER EDUCATION FACILITIES CORPORATION FOR THE BENEFIT OF HARDIN-SIMMONS UNIVERSITY AND RELATED MATTERS.**

(the "Resolution") was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Council shown present above voted "Aye," except as provided below:

NAYS: N/A

ABSTENTIONS: N/A

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED November 18, 2010.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(SEAL)

RESOLUTION # \_\_\_\_\_

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING  
FINANCING BY THE STAMFORD HIGHER EDUCATION FACILITIES CORPORATION  
FOR THE BENEFIT OF HARDIN-SIMMONS UNIVERSITY AND RELATED MATTERS.**

**THE STATE OF TEXAS                   •  
COUNTY OF TAYLOR                 •  
CITY OF ABILENE                   •**

WHEREAS, the Stamford Higher Education Facilities Corporation ("*Corporation*") is a nonprofit corporation created by the City of Stamford, Texas pursuant to Section 53A.35(b) of the Higher Education Authority Act (Chapter 53A, Texas Education Code, as amended);

WHEREAS, the City of Abilene, Texas (the "*City*") has been informed that the Corporation has been requested by Hardin-Simmons University (the "*Borrower*") to assist it in financing on a tax-exempt basis, the construction, renovation and equipping of certain educational and/or housing facilities;

WHEREAS, the Corporation is authorized by the provisions of Chapter 53A of the Texas Education Code and the Texas Non-Profit Corporation Act, Article 1396, Tex. Rev. Civ. Stats. Ann. (collectively, "*State Law*"), to enter into contractual obligations in order to finance or refinance the acquisition, purchase, lease, construction, renovation or other improvement of educational and/or housing facilities;

WHEREAS, the Corporation is authorized by State Law to provide financing for educational and/or housing facilities by contractual arrangement, and the Amended and Restated Loan Agreement (the "*Loan Agreement*") among the Borrower, the Corporation and Bank of America, N.A. (the "*Bank*") constitutes contractual arrangements in which the Corporation is authorized by State Law to participate in (the transactions set forth in the Loan Agreement, by which the Corporation will borrow up to \$2,300,000 from the Bank and then loan such amount to the Borrower to finance the construction, renovation and equipping of certain educational and/or housing facilities, as aforesaid, are hereinafter referred to as the "*Financing*");

WHEREAS, pursuant to the Financing Documents, the Borrower has agreed to make payments in amounts sufficient to pay loan payments required to be made under the Loan Agreement (the "*Loan Payments*");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

**Section 1.** The City hereby specifically approves the Financing and the Project (as defined in the Public Notice) solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the payment of any of the Loan Payments nor shall any of the City's assets be pledged to secure the payment of the Loan Payments.

**Section 2.** This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED this the 18th day of November, 2010.

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(City Seal)

APPROVED:

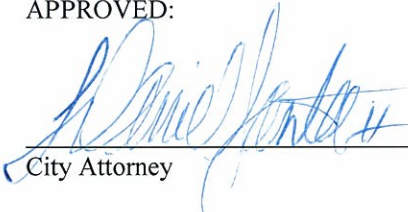
  
\_\_\_\_\_  
City Attorney

EXHIBIT A

PUBLISHER'S AFFIDAVIT

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**EXHIBIT B**  
**CERTIFICATE OF PUBLIC HEARING**

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. (CAPP) TO NEGOTIATE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AND NECESSARY RELATED SERVICES AGREEMENT WITH NEXT ERA FOR A FIXED PRICE PER KWH THAT IS LOWER THAN CONTRACT RATES FOR 2011-2013, SAID EXTENSION TO CONTINUE UNTIL DECEMBER 31, 2018; AUTHORIZING CAPP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE CHAIRMAN OF CAPP TO EXECUTE AN EXTENSION TO THE CURRENT ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2011 OR AS SOON AFTER FINALIZATION OF A CONTRACT AS POSSIBLE; COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER THROUGH CAPP FOR ITS ELECTRICAL NEEDS THROUGH DECEMBER 31, 2018.

**WHEREAS,** the City of Abilene, Texas (City) is a member of Cities Aggregation Power Project, Inc. ("CAPP"), a nonprofit political subdivision corporation dedicated to securing electric power for its 102 political subdivision members in the competitive retail market; and

**WHEREAS,** CAPP negotiated favorable contract terms and a reasonable commodity price for delivered electricity since 2002 resulting in significant savings for its members; and

**WHEREAS,** the City's current contract for power with Next Era arranged through CAPP expires December 31, 2013; and

**WHEREAS,** the CAPP Board of Directors is currently considering a blend and extend contract with Next Era with indicative retail energy prices that will reduce the prices under the current contract for the next three years and extend a fixed price for energy through December 31, 2018; and

**WHEREAS,** the current contract is a master agreement between CAPP and Next Era endorsed by contract with individual CAPP members; and

**WHEREAS,** CAPP must be able to commit contractually to prices in a blend and extend contract amendment within a 24-hour period in order to lock-in favorable prices; and

**WHEREAS,** experiences in contracting for CAPP load since 2002 demonstrated that providers demand immediate response to an offer and may penalize delay with higher prices; and

**WHEREAS,** suppliers demand assurance that CAPP will pay for all contracted load; and

**WHEREAS,** the City must assure CAPP that it will budget for energy purchases and honor its commitments to purchase power for its electrical needs through CAPP for the period beginning January 1, 2011, and extending through December 31, 2018; and

**WHEREAS,** CAPP intends to continue to contract with Next Era (power supply) and Direct Energy (billing, administrative and other customer services); and

**WHEREAS,** the current contractual relationships between CAPP and Next Era and Direct Energy have been beneficial and cost effective for CAPP members and the City.

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

- PART 1: That the CAPP Board and its consultants and advisors are agents authorized to negotiate for the City's electric power needs as a member of CAPP and extend the current supply agreement through December 31, 2018.
- PART 2: That the City approves CAPP extending its current contract with Next Era for the supply of electric power and related, necessary services for the City for a term to begin January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018, so long as the extension results in savings over the current contract term of 2011-2013 and results in fixed prices through December 31, 2018.
- PART 3: That the Chairman of CAPP is hereby authorized to sign a Commercial Electricity Supply Agreement ("CESA") for the City pursuant to the contract approved and recommended by the CAPP Board of Directors within 24 hours of said approval and recommendation, provided that the energy price to be paid per kWh in 2011-2013 is less than the current contract price for 2011-2013 resulting in savings for the City and that the fixed price for the period 2011-2013 will continue through December 31, 2018.
- PART 4: That the City will budget and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement arranged by CAPP and the CESA signed by the Chairman of CAPP on behalf of the City for the term beginning January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018.
- PART 5: That a copy of the resolution shall be sent to Mary Bunkley with the City Attorney's office in Arlington and Geoffrey M. Gay, legal counsel to CAPP.

**ADOPTED** this 18th day of November, 2010.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

  
\_\_\_\_\_  
City Attorney

**City Council  
Agenda Memo**



**City Council  
Meeting Date: November 18, 2010**

**TO: Larry D. Gilley, City Manager**  
**FROM: Administrative Staff**  
**SUBJECT: 2011 State Legislative Program**

**GENERAL INFORMATION**

In January 2011, the Texas Legislature will convene the 82<sup>nd</sup> Texas Legislative Session. Because a significant number of bills filed by State legislators have fiscal and operational impact on the City of Abilene, the City has established a general legislative policy and has determined specific legislative initiatives that it supports and opposes through this 2011 State Legislative Program. This document has been prepared in consultation with the City's state legislative consultants, HillCo Partners. Once adopted by the City Council, this State Legislative Program will be presented to our legislative delegation and to other appropriate legislators and state agency representatives, and will guide our legislative consultants during the 2011 State Legislative Session.

**FUNDING/FISCAL IMPACT**

N/A

**STAFF RECOMMENDATION**

Staff recommends that the City Council, by oral resolution, adopt the 2011 State Legislative Program.

Prepared by:  Name: Larry D. Gilley  Title: City Manager	Item No. <u>6.3</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other            _____  _____ City Secretary
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# The City of Abilene Texas

2011

State Legislative Program

82<sup>nd</sup> Texas Legislative Session

City of Abilene, Texas  
555 Walnut Street  
Abilene, Texas 79604  
(325) 676-6200

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Norm Archibald  
Mayor

November 18, 2010

Dear Reader:

The Governing Body of the City of Abilene adopts a legislative program bi-annually to outline the City's legislative priorities as well as standing policy positions.

The foundation of the legislative program is the notion that public affairs should be governed close to the people. The City of Abilene supports activities that foster the authority and responsibility by local officials and this is further exhibited in the practice of home rule authority.

Overall, the City of Abilene supports the Texas Municipal League and their Statement of Policy. The City works with the League and other cities to enhance the benefits and services we provide to our citizens.

If you have any questions concerning the 2011 legislative program or City actions, please contact Frank Sturzl, Legislative Consultant with HillCo Partners, at 512-480-8962; or Larry D. Gilley City Manager, at 325-676-6206.

Norm Archibald  
Mayor

P.O. BOX 60 · 555 WALNUT STREET · ABILENE, TEXAS 79604

*We work together to build a community of the highest quality for present and future generations.*

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# GENERAL LEGISLATIVE POLICY

## *PRESERVE THE CITY'S STRATEGIC GOALS & INTERESTS*

### STATEMENT OF PRESERVATION

As a general policy, the City of Abilene seeks to preserve its current authority to govern the city, its citizens, and its property. The City will *oppose* any legislation viewed as detrimental to the City's strategic goals; or that is contrary to the health, safety, and welfare of its citizens; or that mandates increased costs or loss of revenues; or that would diminish the fundamental authority of the City. To this end, the City will *oppose* any initiatives that seek to erode municipal authority or that otherwise negatively impact municipal operations, including but not limited to legislation that would:

- Erode home rule authority;
- Detrimentially affect the City's financial position by reducing revenue streams or increasing costs;
- Require the City to generate revenue for the state through locally-imposed fees or taxes;
- Prevent the City from exercising the power of eminent domain when necessary;
- Erode the authority of Texas cities to manage and control their rights-of-way or other public property and to be reasonably compensated for such use;
- Erode current municipal economic development authority;
- Negatively impact the ability of the City to maintain reliable water sources for current and future needs;
- Erode the authority to effectively manage land uses within the City; and
- Further restrict the ability of the City to impose regulatory controls and development standards within the City's extraterritorial jurisdiction (ETJ) or to annex areas into the City.

## *SUPPORT LEGISLATION THAT ADVANCES THE CITY'S STRATEGIC GOALS & INTERESTS*

### STATEMENT OF SUPPORT

Likewise, the City *supports* any legislation viewed as advancing the City's strategic goals; or that improves the health, safety, and welfare of its citizens; or that responsibly increases revenues; or that advances the City's authority to conduct the public's business.

### FORMATION OF COALITIONS

The City will form strategic partnerships with cities, political subdivisions, and private sector entities that share common goals with the City of Abilene. Additionally, the City will coordinate with organizations such as the Texas Municipal League when their adopted positions align with the legislative objectives and goals of the City. The formation of strategic partnerships and coordinated efforts is intended to provide the City with a stronger presence in the legislative process.

# PRIORITY LEGISLATIVE AGENDA

## PRIORITY LEGISLATIVE ISSUES

1. Preserve Local Budgeting Authority and Revenue Sources
  - *The City of Abilene supports local control of City budgeting authority and will oppose legislation that would unduly restrict the ability of the City to set its own budget or generate the necessary revenue to provide services to City residents and businesses.*
  
2. Improving the Texas Municipal Retirement System
  - *The City of Abilene supports the passage of legislation that will provide the City greater flexibility with regards to retirement options and benefits provided by the Texas Municipal Retirement System (TMRS).*



# DISCUSSION OF PRIORITY LEGISLATIVE ISSUES

## Preserve Local Budgeting Authority and Revenue Sources

*The City of Abilene supports local control of City budgeting authority and will oppose legislation that would unduly restrict the ability of the City to set its own budget or generate the necessary revenue to provide services to City residents and businesses.*

### ISSUE

During the last several Texas Legislative Sessions, lawmakers have considered proposals that would severely limit the ability of cities to set their budgets or raise adequate revenues to carry out their fundamental functions. For example, numerous proposals to “cap” local revenues and property appraisals have been filed in the Texas Legislature. Every elected official in the City of Abilene is sensitive to the tax burden our citizens and businesses pay and is accountable to the local electorate for the decisions they make. However, we are also mindful that it takes a great deal of flexibility with our local budget to meet the unique demands for services while at the same time preserving the high standards our community has come to expect.

### PROBLEM

The various “revenue cap” proposals undermine the ability of local governments to meet the individual needs and circumstances of their cities. Additionally, one size fits all “caps” violate the fundamental principle of local control. Citizens and businesses have numerous opportunities to provide input into the City of Abilene’s budget and tax rate setting processes. Most importantly, the citizens of our City get to voice their approval or disapproval of our budgeting performance and tax rates every time we hold a City election.

Unfortunately, extremely low appraisal and revenue caps can produce numerous problems. For instance, appraisal caps inequitably shift the tax burden to businesses and new homeowners. This inequitable tax shift can produce serious long-term negative consequences for the local and regional economy. Revenue caps on the other hand require the City to cut services or undertake more debt to fund local projects and services. These types of “caps” are particularly harmful to a city like Abilene because it prevents the City from adequately dealing with the infrastructure needs brought on by the fact that the City serves as a regional center for numerous surrounding communities.

It is inappropriate for the State of Texas to expect local governments to provide numerous public services without funding from the State, while at the same time unduly restricting the ability of local governments to generate the necessary levels of revenue to provide the required services.

## **SOLUTION**

Local governments should continue to be afforded the authority to make budgeting decisions at the local level without interference from the State of Texas. Citizens of the City of Abilene should also continue to have ample notice of opportunities to impact the budget decisions made by their local elected officials.

## **Improving the Texas Municipal Retirement System (TMRS)**

*The City of Abilene supports the passage of legislation that will provide the City greater flexibility with regards to retirement options and benefits provided by the Texas Municipal Retirement System (TMRS).*

## **ISSUE**

Recent actuarial changes and past administrative practices at the TMRS have increased employer pension liabilities and raised contribution rates for cities that have adopted annually repeating benefits. In order to ensure the continued financial stability of the TMRS, several new and costly measures have been undertaken. For example, advance funding for annually repeating benefits including Updated Service Credit (USC) and Cost of Living Adjustments (COLAs) is being required.

## **PROBLEM**

The changes to TMRS funding structure have resulted in significantly higher contribution rates for the City of Abilene to maintain current and historic retirement benefits. These significant increases were not anticipated by the City and have required a significant increase in City retirement contributions. In addition to additional expenses, the City could be faced with the prospect of reducing future benefits.

## **SOLUTION**

The City of Abilene will continue to support the overall reforms being sought by the TMRS Board. Specifically, the TMRS Board is expected to seek legislative authority to consolidate certain retirement accounts, an option that promises to reduce employer contributions or, at the very least, slow their growth.

In addition to the reforms sought by the TMRS, the City of Abilene will support legislation that would allow for the retirement needs of current and former employees to be balanced against the needs of the taxpayers and the budgetary constraints faced by the City of Abilene. Specifically, the City of Abilene will seek legislation that would allow the City to forgo a COLA in any given year and still be allowed to grant a COLA the

following year only. Further, the City of Abilene will support legislation that provides alternative methods for calculating and/or granting a COLA to retirees, such as a flat rate percentage increase to the retirees' current monthly annuities at the beginning of any given calendar year.



# GENERAL LEGISLATIVE AGENDA

## GENERAL LEGISLATIVE ISSUES

- Water Supply, Infrastructure, and Conservation
  - *Support the continued designation of the unique reservoir designations established by Senate Bill 3 during the 80<sup>th</sup> Texas Legislative Session.*
  - *Oppose legislation that would impose a new state tax or fee on City of Abilene water customers.*
  - *Oppose legislation that would preempt local ordinances dealing with water conservation efforts or impose costly unfunded mandates.*
- Preserve Local Land Use Authority
  - *Oppose legislation that would prevent the City from exercising reasonable land use regulations.*
  - *Oppose legislation that would further restrict the ability of the City to adopt or amend zoning regulations.*
  - *Oppose attempts to further expand the scope of the Texas Permit Vesting Statute, Chapter 245 of the Texas Local Government Code.*
  - *Oppose legislation that would restrict, beyond current law, the City's ability to regulate signs and billboards, both on-premise and off-premise, or that would harmfully modify the provisions that govern the City's compensation for the relocation, reconstruction, or removal of signs.*
  - *Oppose legislation that would erode the authority of the City to use eminent domain to obtain property for public purposes.*
- Protection of Local Economic Development Authority
  - *Support legislation that provides local governments with the ability to expand local economic development efforts.*
  - *Support legislation that provides local governments the opportunity to create, support and maintain a vibrant Life Science industry cluster in their respective regions.*
  - *Oppose legislation that will restrict the ability to conduct Research and Development in Life Science regional clusters.*
  - *Oppose legislation that would erode current authority to provide financial assistance to Abilene companies and prospective companies with revenues from the half-cent sales tax for economic development and participate in local economic development projects, including but not limited to, the ability to provide tax abatements and Chapter 380 economic development agreements.*

- *Oppose legislation that would erode current authority to fund community events through Events Trust Fund or the Special Events Trust Fund, each of which is established by state law.*
- Parks Funding
  - *Support* legislation that ensures full dedication of the sporting goods sales tax to fund the Texas Parks and Wildlife Department and the Texas Recreation and Parks Account (TRPA).
  - *Support* legislation that protects current funding and makes additional resources available to assist with the funding of municipal parks.
- Library Funding
  - *Support* continued funding for local library services and grant opportunities made available by the Texas State Library and Archives Commission. Specifically, support continued funding for the TexShare program, Regional Public Library Systems program, and the Loan Star Libraries direct aid program.
- Unfunded Mandates
  - *Oppose* any legislation or agency rule that would create new obligations on the City of Abilene without the necessary funding to carryout the new obligations.
- Open Government
  - *Oppose* any legislation that would impose unreasonable standards for records retention of information transmitted through “social media” sites, such as Facebook and Twitter.
- Controlled Substances
  - *Support* legislation regulating the manufacture, sale, or possession of synthetic cannabanoids (marijuana homologs), commonly known as K2, Spice, or Summit.

## **GOALS OF LEGISLATIVE ACTIVITIES**

The fundamental goal of all City of Abilene legislative activities is to produce positive outcomes for the citizens of the City of Abilene as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carry out its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature the City is working to ensure that the citizens of the City can continue to enjoy the quality of life they deserve and have come to expect.

## PROFILE OF THE CITY OF ABILENE

### City of Abilene

Population	115,981
Metropolitan Statistical Area (MSA) for Taylor County	128,256
MSA Civilian Labor Force	81,200
Square Miles	110.8
Date of Incorporation	1881
Original Charter	1911
Current Charter	1997
Members of Council	1 Mayor at Large 6 Council Members at Large
Form of Government	Council/Manager

### Education

Universities	3
University Students	8,599
Junior College Students	2,552
Technical College Students	383
Public School Campuses	31
Public School Students	16,498

### Military

Military Base	Dyess AFB
Active Duty Assigned Personnel	4,400
Civilian Personnel	800

### Public Safety

Commissioned Police Officers	184
Police Calls	104,776
Professional Fire Fighters	171
Fire Stations	8
Fire Hydrants	3,063
Fire Calls	15,647

### Parks, Recreation, and Library

Number of Parks	30
Total Parks Acreage	2,481
Recreation Centers	6
Recreation Participants	151,761
Senior Citizen Centers	5
Library Circulation	715,917
Library Cards in Force	49,101

### Public Works

Lane Miles of Paved Streets	1,618
Water Accounts	38,688
Sewer Accounts	38,350

## ABILENE OFFICIALS

Norm Archibald  
Mayor

### Councilmembers

Council Place 1

Shane Price

Council Place 2

Joe Spano

Council Place 3

Anthony Williams

Council Place 4

Robert Briley

Council Place 5

Stormy Higgins

Council Place 6

Kellie Miller

City Manager

Larry Gilley

Assistant City Manager

Richard Burdine

Assistant City Manager

David Vela

City Attorney

Dan Santee

City Secretary

Danette Dunlap

Director of Aviation

Don Green

Director of Community Services

Mike Hall

Director of Finance

Mindy Patterson

Director of Planning and Development Services

Jon James

Director of Public Works

Megan Santee

Director of Water Utilities

Tommy O'Brien

Managing Director for Administration

Ronnie Kidd

Fire Chief

Ken Dozier

Police Chief

Stan Standridge

Municipal Court Judge

Keith Barton

Legislative Consultant

HillCo Partners

You may reach any of the above officials at:

Abilene City Hall  
555 Walnut Street  
Abilene, Texas 79604  
(325) 676-6200

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City Council  
Agenda Memo



City Council  
Meeting Date: 11/18/2010

**TO:** Larry D. Gilley, City Manager

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

**SUBJECT:** **Appealed Item: First reading on an Ordinance for Case No. Z-2010-16, a request from Tina Hershaw to rezone property from MD (Medium Density Residential) to PD (Planned Development) zoning, located at 1101 Palm St.; and setting a public hearing for December 2, 2010.**

**GENERAL INFORMATION**

Currently the property is zoned MD and has been developed with a two story building which is currently vacant. The adjacent properties to the north, south, east, and west are developed with multi family residential units.

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The applicant is requesting the zone change to allow for a pet grooming business as well as kennel services (indoor only). The PD ordinance would allow for these uses as well as residential uses on the property. The PD would also require all fencing to be setback a minimum of 20' from all property lines with street frontage. The property has frontage along a collector road (S. 11th St.) which supports having some low intensive commercial uses. The proposed PD ordinance would be compatible with the Comprehensive Plan and the surrounding land uses.

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed PD.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommended denial of the request by a vote of four (4) in favor (Bixby, Glenn, Todd, and Rosenbaum) to none (0) opposed. There was opposition from the surrounding neighborhood, which weighed heavily on the vote from the P&Z Commissioners.

**ATTACHMENTS**

Ordinance  
Staff Report with Maps  
Public Comment Received

Prepared by:

Name: Matt Jones

Title: Planner II

November 4, 2010

Item No. 6.4

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_
- Denied
- Other

\_\_\_\_\_  
City Secretary

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-134 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart B, known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 23rd day of September A.D. 2010.

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 13th day of October, 2010, 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 5:30 p.m., on the 2nd day of December, 2010, 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 2nd day of December, A.D. 2010.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

PAGE 1

ORDINANCE NO. \_\_\_\_\_

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart B, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From MD (Medium Density) District to PD (Planned Development).

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

6.4 pg. 3

ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

PAGE 2

PART 5: Legal Description. The legal description of this PD is as follows:

Being Lots 20-24, Block 10, Sayles & Hughes of Bellevue Addition

Location: 1101 Palm Street

6.4 pg.4

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for commercial development and related activities for re-use of a building.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the Medium Density (MD) zoning district, except as modified below.

**A. PERMITTED USES:**

1. All uses permitted in the MD (Medium Density) Zoning District listed in the Zoning Ordinance, to include the following as a permitted uses:

- Personal Services, to include a pet grooming business
- Kennel (without outdoor pens)

**B. SITE DEVELOPMENT**

**1. Signs:**

Signs shall comply with the City of Abilene Sign Regulations except as modified below:

a. Wall Signs

- (i) Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and must be attached to a permitted primary structure.
- (ii) Projecting signs attached to the building and extending perpendicular from the building are allowed and count toward the allowable wall signage.

b. Banners shall only be located flat against the face of a building and shall have a maximum area of 60 square feet per building face. Banners will only be allowed for special occasions, ex. Grand Openings, and shall not be allowed for a period of time exceeding thirty (30) days.

c. Prohibited Signs

- (1) Portable Signs
- (2) Off-site Advertising

**2. Fencing**

- a. Fencing along street frontages shall be setback 20 feet from the property line.
- b. Fencing shall be of a solid, opaque construction.

-END-

# ZONING CASE Z-2010-16-Appealed Item STAFF REPORT



## APPLICANT INFORMATION:

Tina Hershaw

## HEARING DATES:

Planning & Zoning Commission: November 1, 2010

City Council 1<sup>st</sup> Reading: November 18, 2010

City Council 2<sup>nd</sup> Reading: December 2, 2010

## LOCATION:

1101 Palm Street

## REQUESTED ACTION:

Rezone property from MD to PD.

## SITE CHARACTERISTICS:

The subject parcel totals approximately 0.78 acres and is currently zoned MD (Medium Density Residential). The most recent use of the current facility was for a church, the building is currently vacant. The adjacent properties have MD zoning to the north, south, east, and west.

## ZONING HISTORY:

The area was included in the original city limits and was zoned MD sometime after it was incorporated into the City of Abilene.

## ANALYSIS:

- Current Planning Analysis

Currently the property is zoned MD and has been developed with a two story building which is currently vacant. The adjacent properties to the north, south, east, and west are developed with multi family residential units.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The applicant is requesting the zone change to allow for a pet grooming business as well as kennel services (indoor only). The PD ordinance would allow for these uses as well as residential uses on the property. The PD would also require all fencing to be setback a minimum of 20' from all property lines with street frontage. The property has frontage along a collector road (S.11<sup>th</sup> St.) which supports having some low intensive commercial uses. The proposed PD ordinance would be compatible with the Comprehensive Plan and the surrounding land uses.

## PLANNING STAFF RECOMMENDATION:

Staff recommends approval of the proposed PD.



**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommended denial of the request by a vote of four (4) in favor (Bixby, Glenn, Todd, and Rosenbaum) to none (0) opposed. There was opposition from the surrounding neighborhood, and the opposition weighed heavily on the vote from the P&Z Commissioners.

**NOTIFICATION:**

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

OWNER	ADDRESS	RESPONSE
DENNISON KENNETH & SHARON	1434 S 11TH ST	
RANDY GLENN LANDSCAPING INC	1166 PALM ST	
LANIER MIKE	1150 PALM ST	
WALTON MICHAEL & TEVYAN	1034 POPLAR ST	
JOHNSON BEN TENDELL	1110 PALM ST	Opposed
MENDOZA DANIEL N	1165 PALM ST	
RODRIGUEZ ARNULFO	1025 PALM ST	
SMITH JACKIE E	1149 PALM ST	
RODRIGUEZ IGNACIO &	1126 POPLAR ST	
LANIER MIKE	1142 PALM ST	
COLE JAMES L & JOYCE S	1141 PALM ST	
OVERFLOW WORSHIP CENTER INC	1134 PALM ST	In Favor
LEVERINGTON LEONARD & LOIS	1042 PALM ST	
SHOTWELL JOE E	1034 PALM ST	
INGRAM MICHAEL	1442 S 11TH ST	
SILVA JAMES D	1026 PALM ST	
OVERFLOW WORSHIP CENTER INC	1126 PALM ST	In Favor
BLECKER JANICE CAROL	1134 POPLAR ST	
OVERFLOW WORSHIP CENTER INC	1101 PALM ST	In Favor
LOPEZ ROSALINDA	1158 PALM ST	Opposed
JOHNSON BEN TENDELL	1118 PALM ST	Opposed
CAMPBELL AGNES LORENE	1102 PALM ST	Opposed
KNIGHT MICHAEL & BURGANDI J	1157 PALM ST	
CHRANE FRANK	1173 PALM ST	
TOLIVER LARRY	1102 POPLAR ST	
GANDHIR RAKESH	1150 POPLAR ST	
RAMOS VIRGINIA	1142 POPLAR ST	
VICKERS GLENWOOD D &	1050 POPLAR ST	
RODRIGUEZ JOHN ERIC	1110 POPLAR ST	
BLEEKER ALDERD	1118 POPLAR ST	
MOREAU PRISCILLA E	1182 POPLAR ST	
CHISUM CAROL S & LLOYD W	1042 POPLAR ST	
VESCO PROPERTIES LLC	1041 PEACH ST	
MOREAU PRISCILLA &	1158 POPLAR ST	

*\* In addition to the required mail outs we received a petition from a citizen with 51 signatures (majority are not property owners) in opposition.*

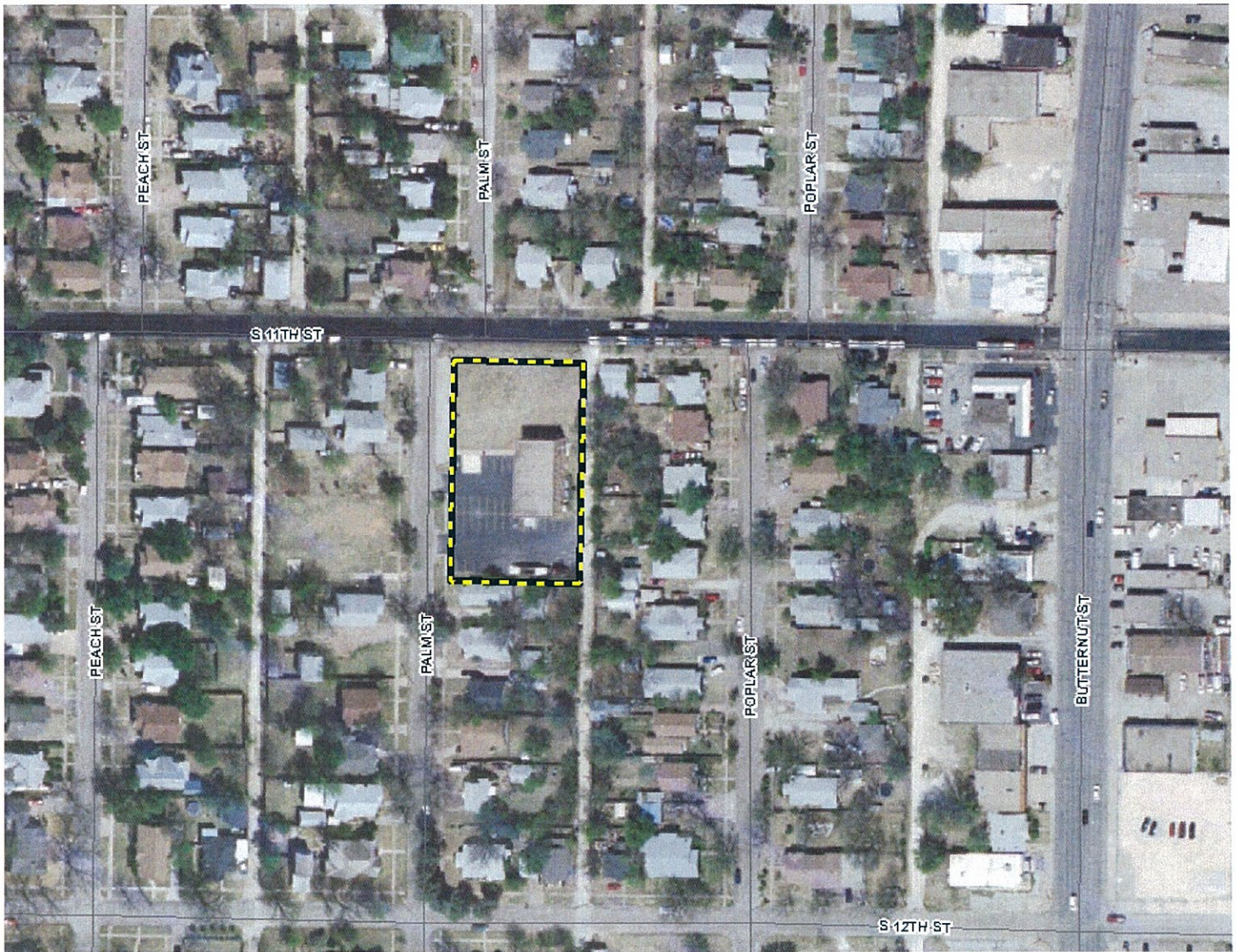
1 in Favor- **Y**  
 3 Opposed- **N**



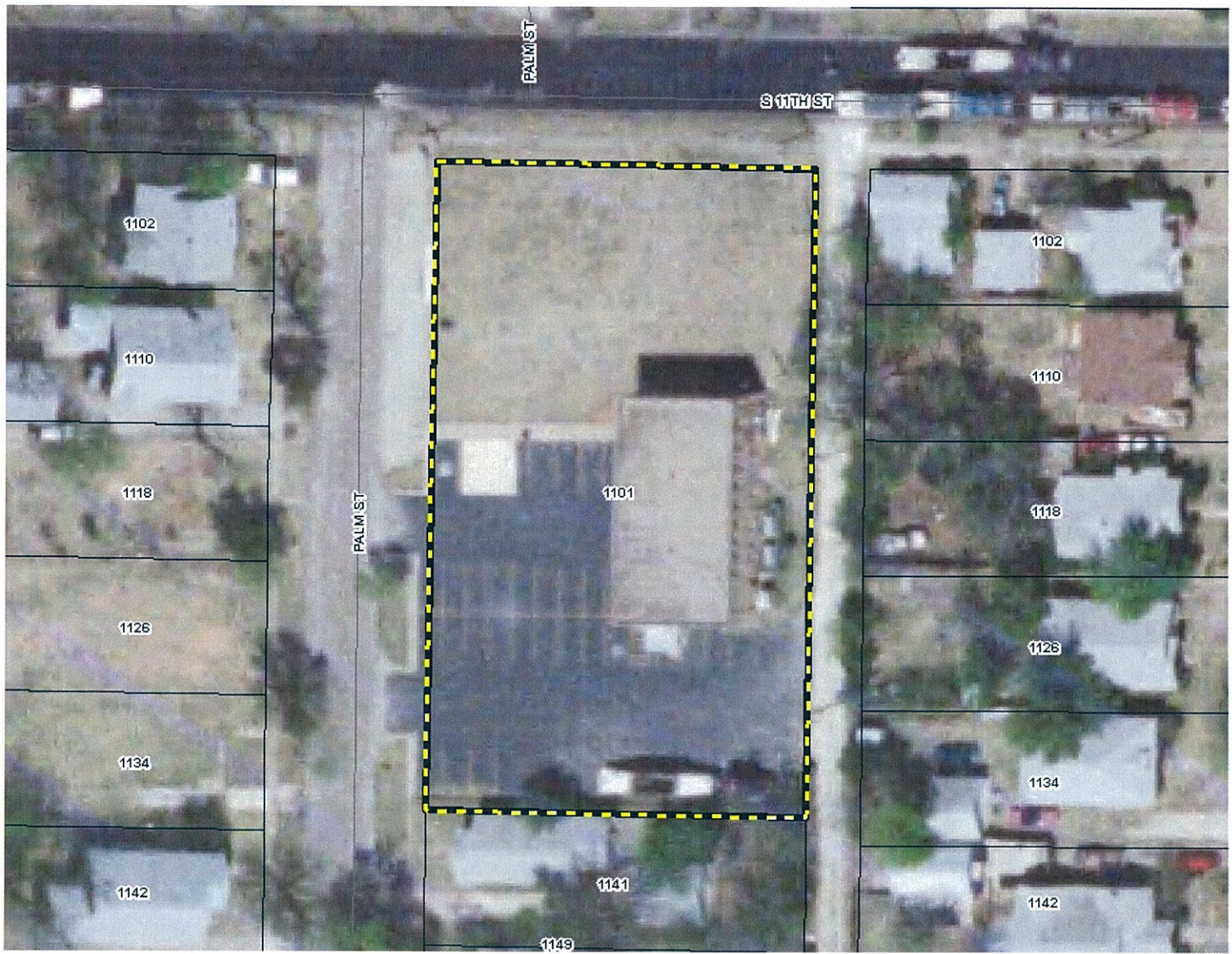












Case # Z-2010-16  
Updated: November 4, 2010

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**To:** The Planning and Zoning Commission, City of Abilene.

**From:** Agnes L. Campbell

1102 Palm ST Abilene TX 79602-3628

**Subject:** Change of Zoning Request/ Tina Hershaw vs. affected neighborhood of 1100 block of Palm ST.

**Date:** November 01, 2010/Monday

It is my prayer that the members of this commission hear my voice and the voices of my neighbors in this important matter up for discussion.

The following is a list of concerns that we respectfully ask you to take under serious consideration:

1. There are people in this neighborhood that do not have the transportation to get to this meeting.
2. There are people that would have liked to have had their voices heard but could not get off work to come to this meeting.
3. We would like to know who all got the letter and map, with the notice that this area was up for a rezoning request.
4. We feel like we have not had sufficient time to respond to this notification.
5. If the re-zoning is granted, and Tina Hershaw's business fails, what happens next? Will this open the doors for other types of businesses to purchase this building at 1101 Palm?
6. We feel that if the grooming business closes, then one day we might have a bar across the street.
7. We are worried that if this business is allowed to open then it will set a precedent that will allow for other businesses to open in this neighborhood and that the future of its very existence will be threatened.
8. My neighbor Ben Johnson has lived in his house for twenty years and he deserves to have his neighborhood stay the way it is.
9. Will the change cause our taxes to go up?
10. Will our property value increase or decrease?
11. If a dog gets loose and harms or kills a child, who will be responsible?

12. Will the city take responsibility for a child who gets harmed while crossing over to his/her neighbors house because of the increased traffic by people who may not know that this block is inundated with small children at play?
13. What about the disturbance of the peace by increased traffic, and barking dogs? We have people that work nights and days and their sleep will be affected.
14. Would a pet grooming and boarding business be advocated by the city of Abilene if the request was to re-zone right in the middle of Lytle Shores?
15. Would you as a committee member allow a pet grooming and boarding facility to open across the street from your house?
16. What about the smell?
17. What about sanitation?
18. This is the reason chickens, and cows and horses are not allowed to be kept in our back yard?
19. There is a lot across the street that is part of the property being leased by New River Ministries, will Tina Hershaw build a fence and house animals right next door to my neighbor's house and directly next to his garden that he feeds his family and friends with?
20. What about lighting, and supervision of the animals overnight, how will this affect our neighborhood?
21. What kind of fences will the new property owner be allowed to build?
22. What about the security of our property and my grandchildren?
23. If this business is moved in, the church will have to move out. This neighborhood has had a church at 1101 Palm ever since I can remember. This church is part of our family. My grandchildren and I go to this church and we need it to be close and within walking distance. New River Ministries has provided community outreaches for us and the people of this neighborhood. My grandchildren play at the church along with a lot of other neighborhood children. We don't want this to be taken away.
24. People have been married in this church. There have been funerals conducted there. If our troops go to war, they forbidden from entering enemy churches because they are considered sacred. This is God's sanctuary we are talking about.
25. For all we know, one day this could be a gas station and convenience store, or worse.
26. One little change to you as a committee will be a life-long change for my neighbors and I.
27. I feel like I am being punished for something I didn't do. I feel like a prisoner.

28. If you could go back in time and change anything, what would it be? This is my chance to make a difference for the future of my small part of this community. I beg of you to please stop and think about what you are about to do. Your decision will be long lasting and life changing.

29. Again the heart and soul of this decision should be predicated upon the questions: What if this was your house? What if this was your neighborhood and these were your children? What if these were your grandchildren? This is how important this is for me! A small change for you equals a forever change for my life and the people who live in this neighborhood.

30. I believe that saying yes will destroy this neighborhood.

31. This neighborhood will never be the same again.

32. We love our neighborhood as it is, why should we change something that works?

33. Put yourself across from this business.

### TORNADO!!!

This neighborhood has houses

Houses that will be destroyed

The tornado is the business

The tornado will destroy my neighborhood

What about the people?

Some will survive and go on

While others will be destroyed

There will be people trapped in this tornado

What is your decision great commission?

Like a tornado, you come to my neighborhood

Deciding on the Hershaw change

You are small in size oh committee

But your decisions will strike with devastating force!

What you hold in your hands is peace or destruction

A force that can destroy or restore

A neighborhood of houses  
A family of people  
A church and a steeple  
Children's futures  
To destroy or not to destroy  
That is the question  
God loving people  
Working people  
Tax payers all  
Will be the ones who fall  
People who give to God  
Not bothering anyone  
The zoning request  
Please put it to rest  
A little neighborhood that could  
A little church that could  
If only you would  
Let us be...  
Don't change what has been here for years...  
For the sake of a few dollars  
I can hear the cries and hollers  
Of the children at play  
On this life changing day  
This tornado starts small  
It grows big and tall

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Tornados go away

Don't destroy us.

Decide with a no!

Go away!



I Live at 1102 palm

I am opposed to this change in my neighborhood.

live here 8 or 9 years

There was methods church at 1101 then the Building burned it changed this neighborhood.

the ~~B~~ small Building still use for a church

When ~~the~~ Big church was there I had troubles

Loud - voice talking while go to their cars ; slamming doors

Parking in front of my house Blocking my parking and my driveway where I couldn't have company or park in my on propty.

I have Big dog in back of my house she Barked lot Because of the noise and streighters sirounds the choice of parking.

up and Down the street on palm not just the parking lot the car would park at closes way to get in and out of the Church.

And hitting my car while it was parked on the street they were backing up from mark parking unto the street hitting my car.

the little Building is being used the ground where Big church use to be uses grounds to put Air cassel use parking alot a carnel Small group attenders dont have lot cars it's quite we like it

I have grand children likes play in front yard I dont have to watch them every second you put in Bussness not sure who would hange around the Bussness you heard stranger danger right Leave it way it is

there is lot of places to put their Bussness some where else than this neighborhood keep it a neighborhood

there is Building (514) not beeing used (Butler mt)

There been in/out of people  
in the house in my neighborhood  
Lot of House is Rent house  
my house was Rent house

you may not get lot to respond  
because they are Rent house  
there not going to be here ~~along~~  
time I will I bought my  
house. it ~~will~~ will change my  
Life too much to go for the  
change

I don't want the Bussness in front or  
around my neighborhood

I don't want Higher taxes

I don't noisey cars on ~~daily~~ Buses

I don't traffic up and down street  
~~is~~

parking is not Big enough

Don't change it please

I love it the way it is

Thank you for your  
Time

God Be with you  
Agnes L. Campbell  
6.9.19

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For the PLANNING & ZONING COMMISSION

Matt Jones, Planner II

Please call me at (325) 676-6237 if you have questions about this notice.

CASE #: Z - 2010-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address below. All correspondence must include your name and address.

Name: JOHNSON BEN TENDELL

Address: 1110 PALM ST

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242

email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor

I am opposed

Additional Comments:

this is a residential area butternut is the  
area. This is why I live here I do not want  
going up here\*

City Council  
Agenda Memo



City Council  
Meeting Date: 11/18/2010

TO: Larry D. Gilley, City Manager

FROM: Jon James, AICP  
Director of Planning and Development Services

SUBJECT: First Reading on an ordinance to amend the Land Development Code, Section 2.4.4 (Accessory Uses and Structures) regarding Accessory Dwelling Units; and setting a public hearing for December 2, 2010.

**GENERAL INFORMATION**

With approval of the Land Development Code (LDC) earlier this year, accessory dwellings are now allowed on all residential property. Accessory dwellings are separate from the house and allow rental opportunities. In addition, accessory dwelling are subordinate to the primary dwelling, have maximum square footage restrictions, require similar construction to the primary dwelling and only allow 1 bathroom.

After reviewing the specific regulations dealing with accessory dwellings, staff feels that minor amendments are needed to clarify these regulations. Specifically, the amendments address the maximum size, location, and access to the accessory dwelling.

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed amendments for Section 2.4.4.1.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the amendments to Section 2.4.4.1 as written by a vote of four (4) in favor (Bixby, Glenn, Rosenbaum, and Todd) to none (0) opposed.

**ATTACHMENTS**

Ordinance

Prepared by:

Name: Ben Bryner, AICP

Title: Planning Services Manager

August 16, 2010

Item No. 6.5

Disposition by City Council

Approved      Ord/Res#

Denied      \_\_\_\_\_

Other

\_\_\_\_\_  
City Secretary

ORDINANCE NO. 10387

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, PROVIDING FOR THE APPROVAL OF A CONDITIONAL USE PERMIT AS PROVIDED FOR IN CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CONDITIONAL USE PERMIT; CALLING A PUBLIC HEARING; AND PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the following Conditional Use Permit, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be approved subject to conditions as stated in Exhibit "A."

PART 2: 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 18<sup>th</sup> day of November A.D. 2010.

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 13<sup>th</sup> day of October, 2010, 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 2<sup>nd</sup> day of December, 2010 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 2<sup>nd</sup> day of December, A.D. 2010.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT "A"

**AMEND:** Section 2.4.4.1 (b)(4) Accessory Dwelling Units

**CHANGE:** Add clarifying language for Accessory Dwelling Units:

Accessory Dwelling Units.

- a. An accessory dwelling unit shall not be larger than fifty percent (50%) of the primary structure.
- b. No accessory dwelling unit shall be sold separately from the primary structure.
- c. An accessory building or dwelling unit may have a maximum of one (1) bathroom.
- d. An accessory dwelling unit shall be constructed in a manner in keeping with the general architecture and building material of the main or primary dwelling.
- e. ~~An accessory dwelling unit must be located to the rear of the primary dwelling.~~ No accessory dwelling unit shall have a front facing door unless located to the rear of the primary dwelling.
- f. An accessory dwelling unit shall be constructed only with the issuance of a building permit and with the same minimum building standards as the primary dwelling.
- g. Any required additional parking for the accessory dwelling unit shall be provided with the required parking for the primary dwelling.
- h. If detached, any wall of the secondary dwelling must be placed no closer than six feet (6') from the primary dwelling and/or any other structure existing or under construction on the same lot.

-END-

**City Council  
Agenda Memo**



**City Council  
Meeting Date: Nov 18, 2010**

**TO: Larry D. Gilley, City Manager**

**FROM: Rodney Taylor, Assistant Director of Water Utilities**

**SUBJECT: Purchase of Bulk Chemicals for Water and Wastewater Treatment Plants**

**GENERAL INFORMATION**

The City of Abilene Water Department is requesting that by oral resolution the City Council award bids for bulk chemicals to be used in water and wastewater treatment processes. Notices were published in the Abilene Reporter News on October 3rd and October 10th, and the bid opening date was October 22nd, 2010. The following table lists the individual chemicals bid, the staff recommended bidder, and the unit price for that bid.

<b><u>Item:</u></b>	<b><u>Company</u></b>	<b><u>Unit Price</u></b>
Liquid Aluminum Sulfate	General Chemical	\$ 248.00 / Dry Ton
Anhydrous Ammonia	DPC Industries, Inc.	\$1,920.00 / Liquid Ton
Liquid Caustic Soda	FSTI Inc.	\$ 487.00 / Dry Ton
Liquid Chlorine	DPC Industries, Inc.	\$ 614.00 / Liquid Ton
Sodium Bisulfite	Dimmitt Sulfur Products, Ltd.	\$ 451.25 / Dry Ton
Hydrated Lime	Texas Lime Company	\$ 142.00 / Dry Ton
Fluorosilicic Acid	Harcross Chemicals	\$2,900.00 / Dry Ton
Liquid Ammonium Sulfate	Altivia Corporation	\$ 397.50 / Dry Ton
Ferric Sulfate	Kemira Water Solutions, Inc.	\$ 375.00 / Dry Ton
Sodium Chlorite	Siemens Water Tech. Corp.	\$3,177.88 / Dry Ton
Ferrous Chloride	Hydro Plus, Ltd.	\$ 926.00 / Dry Ton
Dry Polyacrylamide Cationic Polymer	SNF Polydyne	\$2,900.00 / Dry Ton

**FUNDING/FISCAL IMPACT**

Funds for the purchase of bulk chemicals come from the operating budgets of the Water Utilities Department.

**STAFF RECOMMENDATION**

It is recommended that the City Council award, by oral resolution, the bulk chemical supply contracts as listed above and recommended by the Water Department Staff, and to authorize the City Manager or his designee to execute all necessary documents related to the contracts.

**ATTACHMENTS**

Bid Tab Sheet for Bid # CB-1102

Prepared by:  Name <u>  Rodney Taylor  </u>  Title <u>  Asst. Water Director  </u>	Item No. <u>  6.6  </u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other  _____ City Secretary
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**CITY OF ABILENE  
PURCHASING DIVISION  
TABULATION OF BIDS**

DEPARTMENT: WATER  
 BID NO.: CB-1102  
 TIME OF OPENING: 11:00 A.M.  
 DATE OF OPENING: OCTOBER 22, 2010

VENDOR / ITEM DESCRIPTION	ITEM 1. LIQUID ALUMINUM SULFATE	ITEM 2. ANHYDROUS AMMONIA	ITEM 3. LIQUID CAUSTIC SODA	ITEM 4. LIQUID CHLORINE	ITEM 5. SODIUM BISULFITE	ITEM 6. HYDRATED LIME	ITEM 7. FLUOROSILICIC ACID	ITEM 8. LIQUID AMMONIUM SULFATE	ITEM 9. FERRIC SULFATE	ITEM 10. SODIUM CHLORITE	ITEM 11. FERROUS CHLORIDE	ITEM 12. DRY POLYACRYLAMIDE CATIONIC POLYMER
NALCO COMPANY NAPEVILLE, IL												3920.00
SOUTHERN IONICS INC WEST POINT, MS					559.00							
AUSTIN WHITE LIME AUSTIN, TX						148.69						
DIMMITT SULFUR PRODUCTS PORTALES, NM					*451.25							
GEO SPECIALTY CHEMICALS LITTLE ROCK, AR	670.66											
CALABRIAN CORPORATION PORT NECHES, TX					600.00							
PENCO, INC. SAN FELIPE, TX							3008.70					
HARCROS CHEMICALS DALLAS, TX			510.00				*2900.00			*3177.88		
SIEMENS WATER TECHNOLOGIES CORP SARASOTA, FL												
GENERAL CHEMICAL PARISPPANY, NJ	*248.00		594.26					450.00	396.00			
CHAMELEON INDUSTRIES, INC. MESQUITE, TX	262.00							435.00				
INTERNATIONAL DIOXIDE, INC. NORTH KINGSTOWN, RI										3368.07		
SNF POLYDYNE RICEBORO, GA									*375.00		990.00	*2900.00
KEMIRA WATER SOLUTIONS, Inc. LAWRENCE, KS												
TEXAS LIME COMPANY DALLAS, TX						*142.00						
FSTI, INC. AUSTIN, TX			*487.00									
K.A. STEEL CHEMICALS INC. LEMONI, IL			516.97									
OFS, INC. OKLAHOMA CITY, OK			640.00									DID NOT MEET SPECS
ALTVIA CORPORATION HOUSTON, TX	329.50		504.00		670.00			*397.50				
DPC INDUSTRIES, INC. SWEETWATER, TX		*1920.00	518.00	*614.00								
HYDRO PLUS ABILENE, TX	272.50		660.00		1025.00	680.64	4721.42	450.00		6709.38	*926.00	

City Council  
Agenda Memo



TO: Larry D. Gilley, City Manager  
FROM: Jim Frazier, Deputy Chief *JF*  
SUBJECT: Purchase of Cardiac Monitors/Defibrillators

City Council  
Meeting Date: 11/18/10

**GENERAL INFORMATION**

During budget workshops in July 2010, Council and Staff held discussions concerning equipment that would be required to enable the AFD to make the transition to deliver paramedic level advanced life support to citizens and visitors of the City of Abilene.

34 firefighters are now trained and certified as EMS-Paramedics, with 7 more waiting to test.

The Fire Department now looks to purchase 9 cardiac monitor/defibrillators and associated software to equip each front-line fire engine.

The Fire Department's goal is to respond paramedic engines to medical emergencies no later than 1 Jan. 2011.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Total costs are \$254,275.81 to be funded by the equipment replacement fund.

**STAFF RECOMMENDATION**

Staff recommends purchase of Physio-Control LifePak 15 Monitor/Defibrillators

**ATTACHMENTS**

List of equipment to be purchased

Correspondence related to recommendation of Physio-Control Lifepak 15

Letter of sole source provider

Prepared by:

Name Jim Frazier

Title Deputy Chief

Item No. 6.7

Disposition by City Council

Approved Ord/Res# \_\_\_\_\_  
 Denied \_\_\_\_\_  
 Other \_\_\_\_\_

\_\_\_\_\_  
City Secretary



**Physio-Control, Inc.**  
 11811 Willows Road NE  
 P.O. Box 97023  
 Redmond, WA 98073-9723 U.S.A  
 www.physio-control.com  
 www.medtronic.com  
 tel 800.442.1142  
 fax 800.732.0956

To: John Smith  
 Abilene Fire Department  
 Support Services Division  
 250 Grape Street  
 Abilene, TX 79601  
 Phone: (325) 738-8013  
 john.smith@abilenatx.com

**Quote#:** 1-167231330  
**Rev#:** 1  
**Quote Date:** 10/13/2010  
**Sales Consultant:** Steve Nettle  
 800-442-1142 x 72746  
**FOB:** Redmond, WA

**Terms:** Net 30, all quotes subject to credit approval and the following terms & conditions

**Contract:** None

**Exp Date:** 12/12/2010

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000045 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2, 12L GL, NIBP, CO2, Trend, BT  INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, ShipKit- 41577-000012.	9	\$29,995.00	\$4,499.25	\$0.00	\$25,495.75	\$229,461.75
2	11577-000004 - STATION BATTERY CHARGER  AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	9	\$1,495.00	\$224.25	\$0.00	\$1,270.75	\$11,436.75
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY  RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	27	\$379.00	\$56.85	\$0.00	\$322.15	\$8,698.05
4	11577-000002 - KIT - CARRY BAG, MAIN BAG  INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	9	\$250.00	\$37.50	\$0.00	\$212.50	\$1,912.50
5	11260-000039 - KIT - CARRY BAG, REAR POUCH  KIT - CARRY BAG, REAR POUCH	9	\$65.00	\$9.75	\$0.00	\$55.25	\$497.25
6	11220-000028 - Top Pouch  Storage for sensors and electrodes. Insert in place of standard paddles.	9	\$46.00	\$6.90	\$0.00	\$39.10	\$351.90

SUB TOTAL \$252,358.20  
 ESTIMATED TAX \$0.00  
 ESTIMATED SHIPPING & HANDLING \$169.51  
**GRAND TOTAL \$252,527.71**

**Pricing Summary Totals**

List Price: \$296,892.00  
 Cash Discounts: - \$44,533.80  
 Tax + S&H: + \$169.51

**GRAND TOTAL FOR THIS QUOTE \$252,527.71**

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER  
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off  
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN  
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS  
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE  
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS  
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE  
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO  
THE RIGHT:

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Ref. Code: MH/00939901/1-2RKCI8

**Notes:**

Taxes, Shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only.

Above pricing valid only if quote is purchased in its entirety (optional items not required).

To receive a trade-in credit, the customer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that the trade-in device(s) are not received by Physio-Control within the 30-day window, customer acknowledges that the quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Customer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

## **TERMS OF SALE**

### **General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### **Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

### **Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

### **Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

### **Delays**

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

### **Inspections**

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

### **Warranty**

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### **Miscellaneous**

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



**Physio-Control, Inc.**  
 11811 Willows Road NE  
 P.O. Box 97023  
 Redmond, WA 98073-9723 U.S.A  
 www.physio-control.com  
 www.medtronic.com  
 tel 800.442.1142  
 fax 800.732.0956

To: John Smith  
 Abilene Fire Department  
 Support Services Division  
 250 Grape Street  
 Abilene, TX 79601  
 Phone: (325) 738-8013  
 john.smith@abilenebx.com

**Quote#:** 1-167482805

Rev#: 2  
 Quote Date: 10/14/2010  
 Sales Consultant: Steve Nettle  
 800-442-1142 x 72746  
 FOB: Redmond, WA

**Terms:** Net 30, all quotes subject to credit approval  
 and the following terms & conditions

**Contract:** None

**Exp Date:** 12/13/2010

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	<b>99428-000226 - LIFENET CONNECT (CODE-STAT), PRICE PER CODE-STAT CONNECTION.</b>  ALLOWS DATA TO BE SENT TO CODE-STAT DIRECTLY FROM DEVICE USING DEVICE GATEWAY AND LIFENET SYSTEM	1	\$129.00	\$0.00	\$0.00	\$129.00	\$129.00
2	<b>21340-000495 - EMS DATA REVIEW SW</b> <b>CSSZAZZZZFZA1ZZ</b> EMS DATA REVIEW SW CSSZAZZZZFZA1ZZ	1	\$1,799.00	\$179.90	\$0.00	\$1,619.10	\$1,619.10
<b>SUB TOTAL</b>							\$1,748.10
<b>ESTIMATED TAX</b>							\$0.00
<b>ESTIMATED SHIPPING &amp; HANDLING</b>							\$0.00
<b>GRAND TOTAL</b>							<b>\$1,748.10</b>
<b>Pricing Summary Totals</b>							
List Price:							\$1,928.00
Cash Discounts:							- \$179.90
<b>GRAND TOTAL FOR THIS QUOTE</b>							<b>\$1,748.10</b>

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**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER  
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off  
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN  
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS  
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE  
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS  
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE  
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO  
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JE/00939901/1-2RPQHZ

**Notes:**

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### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### **Miscellaneous**

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

6.7 pg. 7

**Dozier, Ken**

---

**From:** Dozier, Ken  
**Sent:** Friday, October 15, 2010 4:10 PM  
**To:** Patterson, Mindy  
**Cc:** Dozier, Ken; Gilley, Larry; Grubbs, Tracie; Smith, John  
**Subject:** Cardiac Monitors

Mindy,

As you know, our Paramedic budget initiative included 9 cardiac monitors. We had a cost estimate from ZOLL, the manufacturer of our current AEDs for \$25,500 each. Therefore our request for this item was for a total of \$229,500. With the appointment of Dr. Lawson as our new medical director, I asked him for his guidance in the purchase of the cardiac monitors. He wants us to go with the Physio-Control LifePack 15. This is the primary unit being used at Hendrick ER and by MetroCare. (These also have the capability to administer a much higher shock value, if needed, than the other units.) We have requested a proposal for these units and the cost for 9 units is \$252,527.71. We will also need to purchase a software program that allows us to download data from these units for an additional \$1,748.10. Therefore our total cost will be: \$254,275.81.

I have two other bids in hand. The bid from ZOLL is \$226,348 (Note: We already have the software program needed for the ZOLL units since we are downloading data from our AEDS.

Phillips- \$173,264 (I do not have a price for their software program, but it would be in the \$1500-\$2000 range.)

If you have time next week, let's visit about this. I have already mentioned to Larry that I expected Dr. Lawson to weigh-in on this purchase and that if he wanted the Physio-Control LP15, the cost would be higher. I realize this is an increase of almost \$25,000, but I was pleasantly surprised. I had expected the difference to be in the \$60,000 to \$80,000 range since the list price is almost \$9000 more per unit.

I need to get these purchased as soon as possible as we are working toward the Paramedic transition at this time.

Thanks,  
Ken

10/19/2010

Le. 7 pg. 8

## Dozier, Ken

---

**From:** Dozier, Ken  
**Sent:** Wednesday, October 20, 2010 11:21 AM  
**To:** Gilley, Larry  
**Cc:** Dozier, Ken; Patterson, Mindy; Robert Lawson (rlawson@hendrickhealth.org)  
**Subject:** Cardiac Monitors

Larry,

Mindy and I discussed the purchase of cardiac monitors yesterday. I understand you want a brief explanation of why we want to go with the Physio-Control LifePack 15. I met with Dr. Lawson this morning and asked him this question. He listed four reasons for his recommendation:

1. Consistency- This is the unit used by MetroCare and at the Hendrick ER.
2. Compatibility- When other brand units are used, an adaptor must be used. It can be done, but having all entities using the same brand would eliminate the need to use the various adaptors. (Note: We will need to use an adaptor if we use one of our current ZOLL AEDS and then switch to a Physio-Control monitor. That scenario should only occur when we respond with one of the crews that does not have a Paramedic and/or a cardiac monitor- and then one arrives later. Either an adaptor will be used or new pads/leads will be utilized.)
3. Desired by AFD Paramedics- Dr. Lawson meet with many of our Paramedic students and he said the overwhelming preference was to go with the LifePack 15. He did not have one person voice a preference for the ZOLL units
4. Shock power- The Physio-Control LF15 is capable of delivery of 360 joules of power. The other two brands, ZOLL and Philips, are limited to approximately 250 joules. There is debate within the medical community of the effectiveness of this higher capacity. I asked Dr. Lawson his opinion in this area. He said that was one of the factors in his recommendation, but the other factors (listed above) are the primary reasons.

I have been told that Physio-Control is a sole source vendor and will supply a letter stating that. I have the bids in hand and I have given Mindy a summary of the three bids. Please let me know what additional information is needed.

Thank you,  
Ken

10/20/2010

6.7 pg. 9



Physio Control, Inc.  
11811 Willows Road NE P.O. Box 97006, Redmond, WA 98052  
Tel 425 867-0000 Toll-free 800 442 1112  

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www.physio-control.com

October 21, 2010

Chief Dozier  
Abilene Fire Dept  
250 Grape Street  
Abilene, TX 79601

Dear Chief Dozier:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider for the LIFEPAK<sup>®</sup> defibrillator, defibrillator/monitor, and monitor/defibrillator family of products in your marketplace; including, LIFENET<sup>®</sup> Data Management Solutions, LIFEPAK brand accessories, repair parts, upgrades, and factory authorized services. Physio-Control does not utilize the services of any authorized distributors in the sale of our products in your marketplace.


Best regards,

Daniel Finney  
Principal Contract Analyst  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003

City Council  
Agenda Memo



City Council  
Meeting Date: 11/18/10

**TO:** Larry D. Gilley, City Manager  
**FROM:** Megan Santee, Interim Director of Public Works   
**SUBJECT:** Award of Bid #CB-1106 – Water Department Street & Miscellaneous Repair Work

**GENERAL INFORMATION**

This contract involves the on demand repair to existing portions of streets that have been damage by the replacement of water lines. This work is an ongoing contract at numerous streets and alleys throughout the city.

**FUNDING/FISCAL IMPACT**

Funding is allocated in the Water Department FY 2011 Operating Budget.

**STAFF RECOMMENDATION**

The staff recommends that the Council award Bid #CB1106 to Bontke Construction Co., Abilene, Texas, for the amount of \$375,825.00.

**ATTACHMENTS**

Bid Tabulation Sheet

Prepared by:

Name: Chad Carter, P.E.

Title: City Engineer

Item No. 6.8

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_
- Denied      \_\_\_\_\_
- Other      \_\_\_\_\_

\_\_\_\_\_  
City Secretary





**City Council  
Agenda Memo**



**City Council  
Meeting Date: 11/18/2010**

**TO: Larry D. Gilley, City Manager**  
**FROM: Jim Berry, Asst. Chief of Police**  
**SUBJECT: Ammunition Purchase**

**GENERAL INFORMATION**

This purchase is to provide both practice ammunition for firearms qualifications and duty ammunition to be issued to Abilene Police Officers through FY 2011. The purchase will include 142,000 rounds of practice ammunition in various calibers for qualifications and 26,000 rounds of ammunition in various calibers to be issued for duty ammunition.

**SPECIAL CONSIDERATIONS**

Precision Delta Corp. is an authorized distributor for Winchester Ammunition and is the sole source for Winchester Ammunition in Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, Tennessee and Texas. In addition, Precision Delta is a state contract vendor for ammunition, vendor #1640671844100/66214. Local Govt. Code Section 252.022(2) exempts this procurement from competitive bidding, however, Precision Delta Corp. also accepts our reloadable brass to be reloaded which reduces the per round cost of firearms qualifications.

**FUNDING/FISCAL IMPACT**

Cost for the above ammunition will be as follows:

Practice/Qualification Ammunition	\$32,520.20
Duty Ammunition	<u>\$18,188.50</u>
<b>Total</b>	<b>\$51,158.70</b>

**Funding source is 1005005006 60170**

**STAFF RECOMMENDATION**

Staff recommends that the bid be awarded to Precision Delta Corp. of Ruleville Mississippi.

**ATTACHMENTS**

Letter from Precision Delta regarding sole source status for Winchester Ammunition, Precision Delta entry on Texas State Contract Vendor List, itemized bid from Precision Delta

Prepared by:

Name Jim Berry  
Title Asst. Chief of Police

Item No. 6.9

Disposition by City Council

- Approved    Ord/Res# \_\_\_\_\_  
 Denied        \_\_\_\_\_  
 Other           \_\_\_\_\_

\_\_\_\_\_  
City Secretary



November 9, 2010

To Whom It May Concern:

Precision Delta Corp. is an authorized distributor for Winchester ammunition and is the sole source for Winchester Ammunition in Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, Tennessee and Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen A. Weeks".

Glen A. Weeks  
Director, Law Enforcement and  
Industrial Sales

jdm  
smk:10-83

6.9 pg. 2.