



DECEMBER 7 , 2021

3:00 P.M.

**CITY COUNCIL
WORKSHOP AGENDA**



CELEBRATE THE HOLIDAY SEASON
in Harker Heights!



**NOTICE OF WORKSHOP OF THE CITY COUNCIL OF
THE CITY OF HARKER HEIGHTS, TEXAS**

The City Of Harker Heights
305 Miller's Crossing
Harker Heights, Texas 76548
Phone 254/953-5600
Fax 254/953-5614

Notice is hereby given that, beginning at 3:00 p.m. on Tuesday, December 7, 2021, and continuing from day to day thereafter if necessary, the City Council of the City of Harker Heights, Texas, will hold a workshop in the Kitty Young Council Chamber at 305 Miller's Crossing, Harker Heights, Texas 76548. The subjects to be discussed are listed in the following agenda:

Mayor
Spencer H. Smith

Mayor Protem
Jennifer McCann

City Council
Michael Blomquist
Jackeline Soriano Fountain
Lynda Nash
Sam Halabi

WORKSHOP AGENDA

I. Roll Call:

II. Moment of Silence for Harker Heights Firefighter/EMT Cole Hagen Simmons

III. Presentations by Citizens:

1. Receive a presentation from Howard "Scot" Arey regarding school zones in the City of Harker Heights.
2. Citizens who desire to address the Council on any matter may do so during this item. Please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda. Please state your name and address for the record and limit your comments to three minutes.

IV. Discussion Items:

1. Receive and discuss a presentation by Phil Gadd, City of Harker Heights Chief of Police, and Shawn Reynolds, City of Temple Chief of Police, regarding the Central Texas Uniform Reporting Information Operating Network (Centurion) Interagency Agreement. (Chief of Police)
2. Receive and discuss a presentation on Amendments to the Technical Codes in §150.02 of the Harker Heights Code of Ordinances. (Planning and Development Director)
3. Receive and discuss a presentation on Mobile Food Vendor Regulations. (Planning and Development Director)
4. Receive and discuss an update on Capital Improvement Projects. (Public Works Director)

V. Adjournment:

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Harker Heights, Texas, a place readily accessible to the general public at all times, on the 3rd day of December 2021, by 2:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Ursula Paddie
Assistant City Secretary

“This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at 254-953-5600, or FAX 254-953-5614, or email jhelsham@harkerheights.gov for further information.”

“Pursuant to Chapter 551 of the Government Code the City Council reserves the right to go into Closed Meeting on any item listed above if deemed necessary.”

Note: On occasion the City Council may consider agenda items out of order.

REQUEST TO ADDRESS AN ITEM ON THE AGENDA
AT THE CITY COUNCIL MEETING OF THE
CITY OF HARKER HEIGHTS

MEETING DATE: Dec 7, 2021

AGENDA ITEM: "Speeding in School Zone tickets given
in area not marked nor in City Code of Ordinances"

Print Name: Howard Arey

Address: 2027 Sandy Point Rd.
Harker Heights

Phone number: 703-401-2316

Cell Phone Number: Same

E-Mail Address scot. arey@gmail.com

Comments: I request that following attachments be provided
to City Council to facilitate understanding of issue.

A - "HH School Zones.png" graphical depiction of zones by City ordinance

B - "School zone.xlsx" tabular display of zones in City ordinance

C - Extract of TMVCTD regarding requirements for marking zones

D - Extract of TxDOT showing that city establishes speed zone by

I do not wish to speak or make a presentation.

I would like to speak and make my presentation at the meeting.

E - Extract TMVCTD showing
optional turn signs for
school zone extension

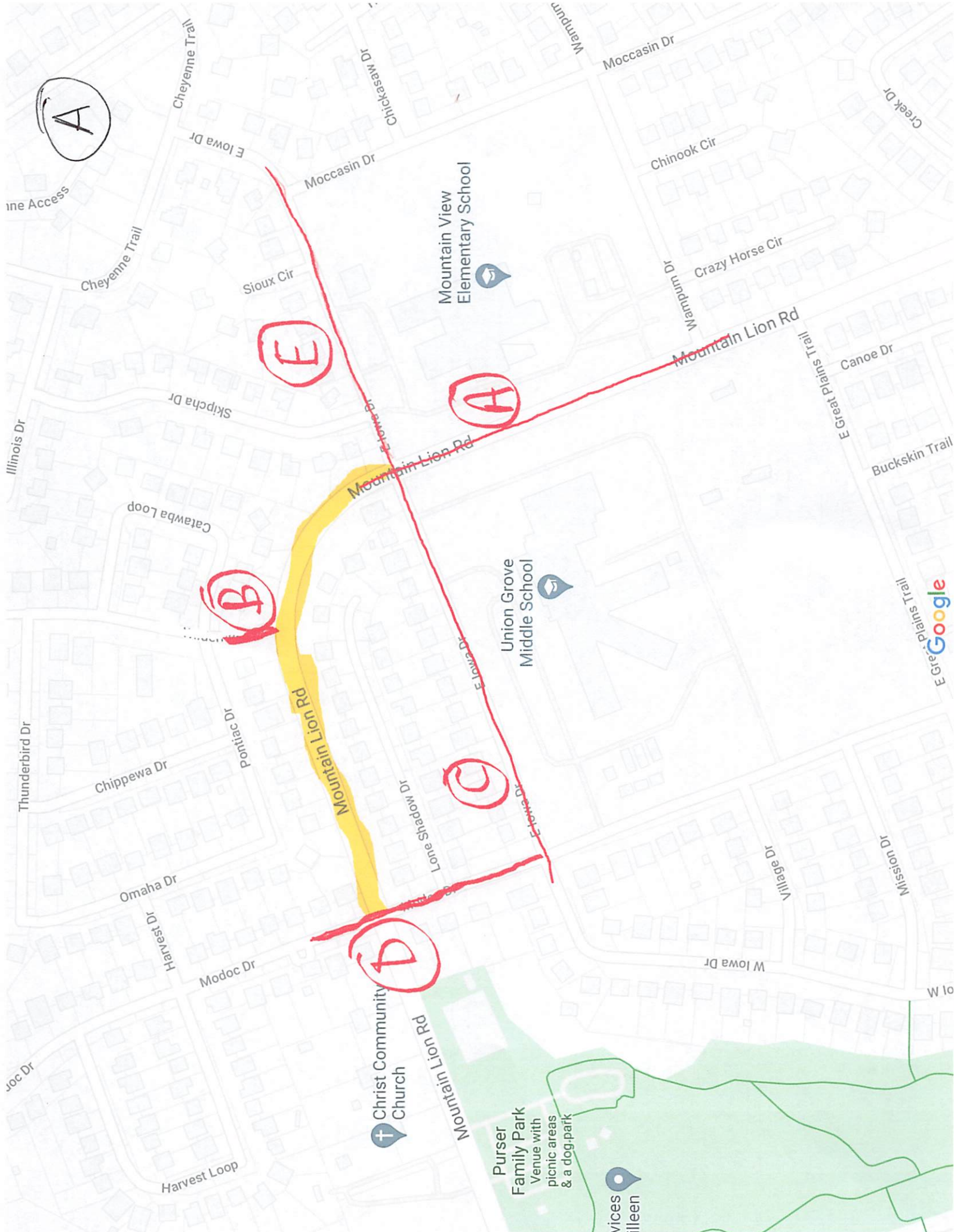
Please give this completed form to the City Secretary. Responses will be limited to three (3) minutes. No action can be taken.

I understand that I must limit my comments to three (3) minutes. I will also refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow this procedure, my speaking time may be terminated.

Howard Arey
Signature

Dec 1, 2021
Date

Office Use Only
Received by: Ufaddie
Date: 12.1.2021
Time: 10:46 a.m.



A

E

A

B

C

D

Mountain View Elementary School

Union Grove Middle School

Christ Community Church

Purser Family Park
Venue with picnic areas & a dog park

Google



ID	Location	Ord. No.	Date Passed
	Bobwhite from South Ann Blvd. west to Harley Drive	80-04	6/10/1980
	Chickasaw Drive eastbound and westbound from Moccasin Drive and Chickasaw Drive intersection to 125 feet east of Moccasin Drive intersection	88-18	8/23/1988
	Dove Lane from South Ann Blvd. west to Harley Drive	80-04	6/10/1980
	Harley Drive northbound from 150 feet south of Bobwhite to 150 feet north of Dove	80-04	6-10-80;
		Am. Ord. 83-08	8/23/1983
	Harley Drive southbound from 150 feet north of Harley and Dove to 150 feet south of Harley and Bobwhite	80-04;	6-10-80;
		Am. Ord. 83-08	8/23/1983
E	Iowa Drive eastbound and westbound from Mountain Lion Road and Iowa Drive to 50 feet east of Iowa Drive and Moccasin Drive intersection	88-18;	8-23-88;
		Am. Ord. 2004-03	1/27/2004
	Moccasin Drive northbound and southbound from Moccasin Drive and Wampum to Moccasin Drive and Iowa Drive	88-18	8/23/1988
	Pawnee Drive northbound and southbound from Pawnee Drive and Iowa Drive to 85 feet north of Pawnee Drive and Iowa Drive	88-18	8/23/1988
	Sioux Circle northbound and southbound from Sioux Circle and Iowa Drive to 120 feet north of Sioux Circle and Iowa Drive	88-18	8/23/1988
A	Mountain Lion Road northbound and southbound from 87 feet north of Iowa Drive and Mountain Lion Road intersection to 100 feet south of Wampum Drive	88-18;	8-23-88;
		Am. Ord. 2004-03	1/27/2004
	Wampum Drive eastbound and westbound from Wampum Drive and Mountain Lion Road intersection to 91 feet east of Wampum and Moccasin Drive intersection	88-18;	8-23-88;
		Am. Ord. 2004-03	1/27/2004
	Crazy Horse Circle northbound and southbound from Wampum Drive and Crazy Horse Circle intersection to circle.	2004-34	8/24/2004
	Chinook Circle northbound and southbound from Wampum Drive and Chinook Circle intersection to circle.	2004-34	8/24/2004
B	Wilderness Drive northbound and southbound from Mountain Lion Road and Wilderness Drive intersection to 77 feet north of Mountain Lion Road.	2004-34	8/24/2004
C	E. Iowa Drive eastbound and westbound 97 feet from Modoc Drive and E. Iowa Drive intersection to E. Iowa Drive and Mountain Lion Road intersection.	2004-34	8/24/2004
D	Modoc Drive northbound and southbound from E. Iowa Drive and Modoc Dr. intersection to 153 feet north of E. Iowa Drive to Modoc Drive northbound and southbound from Great Plains Trail and Modoc Dr. intersection to 128 feet south of Great Plains Trail.	2004-34	8/24/2004
	Village Drive eastbound and westbound from Modoc Drive and Village Drive intersection to 94 feet west of Modoc Drive.	2004-34	8/24/2004
	Mission Drive eastbound and westbound from Modoc Drive and Mission Drive intersection to 107 feet west of Modoc Drive.	2004-34	8/24/2004
	W. Great Plains Trail eastbound and westbound 95 feet from Modoc Drive and W. Great Plains Trail intersection to E. Great Plains Trail and Mountain Lion Road.	2004-34	8/24/2004
	Buckskin Trail northbound and southbound from E. Great Plains Trail and Buckskin Trail intersection to 103 feet south of E. Great Plains Trail.	2004-34	8/24/2004
	Prospector Trail eastbound and westbound from Prospector Trail and Mustang Trail intersection to 85 feet west of Prospector Trail and Mustang Trail intersection.	2006-24	7/25/2006
	Mustang Trail northbound and southbound from Prospector Trail and Mustang Trail intersection to 80 feet south of Prospector Trail and Mustang Trail intersection.	2006-24	7/25/2006
	Tundra Drive northbound and southbound from Prospector Trail and Tundra Drive intersection to 80 feet south of Prospector Trail and Tundra Drive intersection.	2006-24	7/25/2006
	Prospector Trail eastbound and westbound from Reservation Drive and Prospector Trail intersection to 88 feet east of Reservation Drive and Prospector Trail intersection.	2006-24	7/25/2006
	Wagon Wheel Drive northbound and southbound from Cowhand Drive and Wagon Wheel Drive intersection to 100 feet north of Cowhand Drive and Wagon Wheel Drive intersection.	2006-24	7/25/2006
	Cowhand Drive eastbound and westbound from Bullwhip Circle and Cowhand Drive intersection to 142 feet east of Bullwhip Circle and Cowhand Drive intersection.	2006-24	7/25/2006
	Black Hills Trail eastbound and westbound from Bullwhip Drive and Black Hills Trail intersection to 80 feet east of Bullwhip Drive and Black Hills Trail intersection.	2006-24	7/25/2006
	White Hawk Trail eastbound and westbound from Bullwhip Drive and White Hawk Trail intersection to 140 feet east of Bullwhip Drive and White Hawk Trail intersection.	2006-24	7/25/2006
	Canoe Drive northbound and southbound from E. Great Plains Trail and Canoe Drive intersection to 146 feet south of Canoe Drive and E. Running Wolf Trail intersection	2013-15	5/28/2013
	E. Deer Horn Pass eastbound and westbound from Canoe Drive and E. Deer Horn Pass intersection to 130 feet west of Canoe Drive and E. Deer Horn Pass intersection	2013-08	3/12/2013
	E. Running Wolf Trail eastbound and westbound from Canoe Drive and E. Running Wolf Trail intersection to 110 feet west of Canoe Drive and E. Running Wolf Trail intersection	2013-08	3/12/2013
	Skipcha Drive, beginning north of the centerline of E. Iowa Drive and proceeding generally north along Skipcha Drive for a distance of 337 feet.	2014-01	1/14/2014
	Ann Blvd. northbound and southbound from 278 feet south of Bobwhite Lane to 350 feet north of Dove Lane	2018-25	10/23/2018
	Pueblo Trace northbound and southbound from 100 feet north of the Pueblo Trace and Yuma Trail intersection to 150 feet south of the Pueblo Trace and Inca Drive intersection.	2020-27	7/28/2020
	Inca Drive eastbound and westbound from Inca Drive and Pueblo Trace intersection to 100 feet west of Inca Drive and Pueblo Trace intersection.	2020-27	7/28/2020
	Pima Trail eastbound and westbound from Pima Trail and Pueblo Trace intersection to 100 feet west of Yuma Trail and Pueblo Trace intersection.	2020-27	7/28/2020
	Yuma Trail eastbound and westbound from Yuma Trail and Pueblo Trace intersection to 100 feet west of Yuma Trail and Pueblo Trace intersection.	2020-27	

©

Section 7B.09 School Zone Sign (S1-1) and Plaques (S4-3P, S4-7P) and END SCHOOL ZONE Sign (S5-2)

Standard:

01 If a school zone has been designated under State or local statute, a School (S1-1) sign (see Figure 7B-1) shall be installed to identify the beginning point(s) of the designated school zone.

Option:

02 A School Zone (S1-1) sign may be supplemented with a SCHOOL (S4-3P) plaque (see Figure 7B-1).

03 A School Zone (S1-1) sign may be supplemented with an ALL YEAR (S4-7P) plaque (see Figure 7B-1) if the school operates on a 12-month schedule.

04 The downstream end of a designated school zone may be identified with an END SCHOOL ZONE (S5-2) sign (see Figure 7B-1).

05 If a school zone is located on a cross street in close proximity to the intersection, a School Zone (S1-1) sign with a supplemental arrow (SW16-5P or SW16-6P) plaque may be installed on each approach of the street or highway to warn road users making a turn onto the cross street that they will encounter a school zone soon after making the turn.



Introduction

Speed zones on the state highway system, including turnpikes under TxDOT's authority, may be set by Transportation Commission minute order or by the city, depending on the circumstance (as shown in the following table).

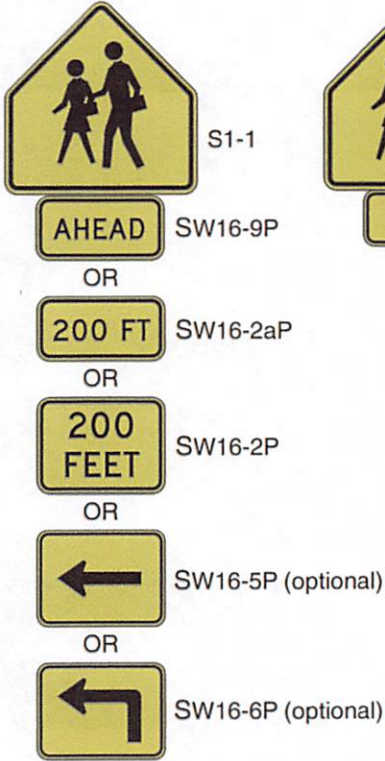
Authority to Set Speed Zones on State Highway System (including on turnpikes under TxDOT's authority)

If the speed zone is...	Then it is established by...
outside a city	Transportation Commission minute order
inside a city	city ordinance or resolution or Transportation Commission minute order



Figure 7B-1. School Area Signs

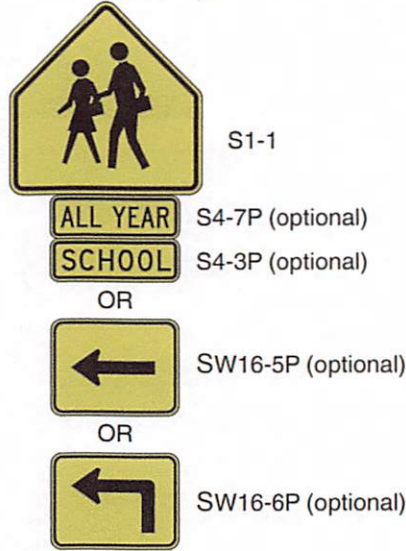
School Advance Crossing Assembly



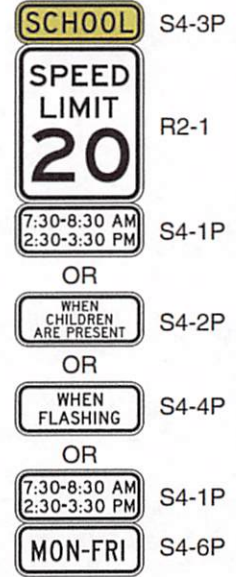
School Crossing Assembly



School Zone Sign



School Speed Limit Assembly



S3-1



S3-2



S4-5



S4-5a



CITY COUNCIL MEMORANDUM

AGENDA ITEM # IV-1

FROM: THE OFFICE OF THE CITY MANAGER

DATE: DECEMBER 7, 2021

RECEIVE AND DISCUSS A PRESENTATION BY PHIL GADD, CITY OF HARKER HEIGHTS, CHIEF OF POLICE, AND SHAWN REYNOLDS, CITY OF TEMPLE CHIEF OF POLICE, REGARDING THE CENTRAL TEXAS UNIFORM REPORTING INFORMATION OPERATING NETWORK (CENTURION) INTERAGENCY AGREEMENT.

EXPLANATION:

The **CENTURION Consortium** is dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with partner agencies in an effort to more efficiently obtain, assess, and utilize criminal information. The consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement will be utilized to set forth guidelines that the Consortium will adopt to assist with the functionality of the **CENTURION RMS** to include current members, future members, and potential future *Inter-NICHE* members.

This Agreement is entered into pursuant to Texas Government Code 791, the Texas Interlocal Cooperation Act, for furtherance of governmental functions and services, more specifically to further the efficacy of providing police protection and detention services, protecting the public health and welfare, providing records center services and administrative services, and further providing other governmental functions in which the contracting parties are mutually interested. Each Party to this Agreement represents that its participation in this contract has been authorized by the its governing body as required by Sec. 791.011(d)(1), Texas Government Code, and agrees and represents that all payments required to be made in furtherance of the governmental services provided under this Agreement will be paid from current revenues available to the paying Party, as required by Sec. 791.011(d)(3), Texas Government Code.

BACKGROUND:

For many years, law enforcement agencies have operated off disparate or smaller shared system designs for their records management systems. Multiple systems create a lag in investigations and intelligence sharing from one agency to another. Multiple systems can also put a strain on call-takers, dispatchers, records, and communications staffing. Having multiple systems also does not provide the level of customer service that can be achieved by working in a collaborative or consortium process. The City of Temple seeks to collaborate, establish and be the Host Agency of the Central Texas Uniform Reporting Information Network or CENTURION as a shared records management system with partner law enforcement agencies in the Bell County region. CENTURION would enhance information and intelligence sharing between partner agencies, which would provide a higher level of customer service to our communities, improve officer safety, improve case clearance rates and allow the integration of available technology.

Member agencies would purchase user licenses, pay annual maintenance and host fees to the City of Temple for their respective staff. The City of Temple would manage the system and be the contracting agent with NicheRMS the records management system vendor.

This system will allow the City of Harker Heights Police Department's goals to facilitate information and intelligence sharing among CENTURION member agencies and contributes to a high-performing organization by leveraging technology to increase accuracy and efficiency.

ATTACHMENTS:

1. CENTURION Interagency Agreement

Interagency Policy Agreement

CENTURION

Central Texas Uniform Reporting
Information Operating Network

-NicheRMS365-

Table of Contents
CENTURION Consortium

- 1.0 Interagency Participation
- 2.0 Scope
- 3.0 Definitions
- 4.0 Centurion Roles
- 5.0 Host Agency Requirements
- 6.0 Centurion Agency Requirements
- 7.0 Centurion Governance
- 8.0 Centurion Operations
- 9.0 Centurion Financial Section
- Signature Agreement

Bell County PARTICIPANTS

Bell County Sheriff Office

Sheriff Eddy Lange
104 S. Main St.
Belton, TX 76513

Bell County Constable Precinct 1

Pat A. Duffield
1201 Huey Road
Belton, TX 76513

Bell County Constable Precinct 2

Rolly Correa
601 N. Main Street
Salado, TX 76571

Bell County Constable Precinct 3

Devin Rosenthal
205 E. Central Avenue
Temple, TX 76501

Bell County Constable Precinct 4

Martha Dominguez
301 Priest Drive
Killeen, TX 76541

Belton Police Department

Chief Gene Ellis
711 East 2nd Ave
Belton, TX 76513

Copperas Cove Police Department

Chief Eddie Wilson
302 East Avenue E
Copperas Cove, TX 76522

Harker Heights Police Department

Chief Phil Gadd
402 Indian Trail
Harker Heights, TX 76548

Killeen Police Department

Chief Charles Kimble
3304 Community Blvd
Killeen, TX 76542

**Killeen ISD
Police Department**

Chief Ralph Disher
4100 Zephyr Rd.
Killeen, TX 76543

Nolanville Police Department

Chief Michael Hatton
101 N. 5th St
Nolanville, TX 76559

**Morgans Point Resort
Police Department**

Chief Charles Cline
6 Lake Forest Drive
Morgan's Point Resort, TX 76513

Salado Police Department

Chief Pat Boone
300 N. Church St.
Salado, TX 76571

Temple Police Department

Chief Shawn Reynolds
209 East Ave A
Temple, TX 76501

**Texas A&M University
Central Texas**

Police Department
Chief
1001 Leadership Pl
Killeen, TX 76549

Troy Police Department

Chief Suzanne Martin

111 Cypress Street

Troy, TX 76579

1.0 INTERAGENCY PARTICIPATION

This Agreement is entered into pursuant to Texas Government Code 791, the Texas Interlocal Cooperation Act, for furtherance of governmental functions and services, more specifically to further the efficacy of providing police protection and detention services, protecting the public health and welfare, providing records center services and administrative services, and further providing other governmental functions in which the contracting parties are mutually interested. Each Party to this Agreement represents that its participation in this contract has been authorized by the its governing body as required by Sec. 791.011(d)(1), Texas Government Code, and agrees and represents that all payments required to be made in furtherance of the governmental services provided under this Agreement will be paid from current revenues available to the paying Party, as required by Sec. 791.011(d)(3), Texas Government Code.

2.0 CENTURION SCOPE

The **CENTURION Consortium** is dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with partner agencies in an effort to more efficiently obtain, assess, and utilize criminal information. The consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement will be utilized to set forth guidelines that the Consortium will adopt to assist with the functionality of the **CENTURION RMS** to include current members, future members, and potential future *Inter-NICHE* members.

The **City of Temple Police Department** will host the CENTURION Consortium. It is expected that all members will provide integral assistance as needed to assist with the functionality of the RMS throughout the consortium.

3.0 DEFINITIONS

Agency Executives – Agency representative at the executive level.

Agency CENTURION RMS Administrator - The representative from each agency responsible for the day-to-day configuration and maintenance for that agency's CENTURION RMS Domain, end-user hardware and software, and their connection to the CENTURION RMS. This role will have oversight of that agency's RMS needs and represent the agency within the Consortium.

CENTURION AGENCY - Consortium agency member that is not the host. The agency will have its own Centurion RMS domain as defined by NICHE.

CENTURION – Central Texas Uniform Reporting Information Operating Network

CENTURION Consortium – Central Texas Uniform Reporting Information Operating Network. Official group name for the consortium.

Consortium Equipment - Hardware and other equipment utilized solely for the purpose of maintaining the CENTURION RMS including but not limited to sharing, security, accessibility, use, and dissemination of criminal records and information.

CENTURION Executive Council – Reviews and approves RMS upgrades, fee changes, significant NUG recommendations, and any change to this Agreement. Voting members of the Council include: one member from each active member Police Department, political jurisdiction, or institute of higher education, the Host Agency Executive, and the Host Agency Chief Information Officer.

Consortium Software - Any computer program licensed to the **City of Temple** by NICHE Technology.

Domain – Represents a logical layer of the CENTURION RMS that is specific to an Agency.

Financial & Inventory Representative -City of Temple Police Department fiscal agent that assists the CENTURION Program Manager with information pertaining to potential/future technology purchases related to the RMS.

Host Agency – City of Temple Police Department

Host Agency Executives – Chief of Temple Police Department and City of Temple Chief Information Officer. Both are voting members of the CENTURION Executive Council.

Inactive Member of the Consortium - A CENTURION Agency that has withdrawn or given notice to withdraw from the Consortium. This agency will no longer have voting rights or participate in the CENTURION groups, but will continue to pay the associated fees until such time as they are no longer using the CENTURION RMS. An Inactive Member can only become an active member with the approval of the Host Agency Executives.

Inter-NICHE – NICHE RMS to NICHE RMS integration

NICHE Project Manager - NICHE’s assigned project manager that will assist the CENTURION Consortium for the life of the Consortium Software.

Tier 1 – Consortium member agencies

Tier 2 - District & County Attorney’s Office users

Appendix A – CENTURION RMS Agency Cost Model Worksheet.

Appendix B – CENTURION Service Level Agreement. This document combines both NICHE software support service levels with the **City of Temple** service levels into a single document to support the *CENTURION Consortium*.

Appendix C – NICHE developed and/or approved interfaces.

4.0 CENTURION ROLES

Agency Executives

Agency Executives include: the Agency Chief and/or designee; Sheriff and/or designee; Constable and/or designee; County Attorney and/or designee; and District Attorney and/or designee for so long as their respective agency remains an active member of the Consortium.

The Agency Executives will function as a review group for significant recommendations from the CENTURION Niche User Group (NUG) which have a potential significant impact within their agency. The Agency Executives should correspond with their agency representative within the CENTURION NUG to keep their agency informed of potential recommendations and/or changes proposed by the CENTURION NUG.

It is the expectation that the Agency Executives will express their approval or objections to potential recommended change(s) to the CENTURION RMS. Agency Executives will be provided the opportunity for input regarding significant Centurion RMS issues.

Agency CENTURION RMS Administrators

Each agency's CENTURION RMS Administrator and/or designees will attend NICHE technology training as provided by the Host Agency. Agency CENTURION RMS Administrators will receive training as it relates to the technological aspects of the NICHE product. It is the expectation of the Consortium that the Agency CENTURION RMS Administrators will then train their respective agency's IT staff related to NICHE technology. If additional technology training is necessary, the Host Agency can provide technology training as resources are available.

Agency Records Custodian Representative

Each agency's Records Custodian Representative and/or designee that is the agency's official custodian of Criminal Justice Records will attend the NICHE user training provided by the Host Agency to receive training as it relates to the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train their respective agency's civilian and sworn staff related to their NICHE records user group.

Change Advisory Board – (CAB)

The Host Agency will manage a Change Advisory Board ("CAB") with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment.

Host Agency Chief of Police

The Temple Chief of Police acts as chairperson of the CENTURION Executive Council and will provide Executive direction of the CENTURION Consortium as it relates to any Police Department operations, terms, workflow, Police Department personnel assignments, and evaluation of all recommendations from the Host Agency CIO.

Host Agency Chief Information Officer (CIO)

The City of Temple Information Technology CIO is part of the CENTURION Executive Council to provide executive technology direction. In addition, this position oversees all technology operations, and technology staffing of the CENTURION Consortium and will assess the recommendations of the CENTURION NUG. The Temple IT CIO will advise the Temple Chief of Police of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the CENTURION RMS.

Host Agency RMS Administrator

A civilian or sworn staff member that specifically represents their respective agency's Records and/or Property Division. The Temple PD RMS Administrator will assess all technical/other recommendations of the CENTURION NUG as it relates to the recommendations' effect on agency personnel and will assist the CENTURION Program Manager in leading and facilitating all NUG meetings. The Temple PD RMS Administrator will provide an assessment to the Temple Chief of Police as to the potential impact of the CENTURION NUG recommendation as it relates to NICHE RMS users.

CENTURION RMS Solution Specialist

This individual will be provided by the Host Agency and will be a technologist that will be a Subject Matter Expert (SME) in the NICHE RMS software and Consortium hardware. The CENTURION RMS Solution Specialist will be dedicated to providing technology services and system expertise related to the CENTURION RMS. They will work directly with the CENTURION Program Manager and all Host Agency technology resources.

The Centurion RMS Solution Specialist will be accountable for the overall CENTURION RMS configuration, maintenance, security, interfaces, and support. In addition, they will ensure continuous operations of the CENTURION RMS. The CENTURION RMS Solution Specialist will develop protocols that will ensure that a standardized consistent workflow will take place to facilitate the ease of the CENTURION RMS by all Consortium members.

Host Agency CENTURION Program Manager

The CENTURION Program Manager will be an IT Project Manager that is appointed by the City of Temple's CIO. The Program Manager, along with the Host Agency RMS Administrator, will manage all aspects of the CENTURION Consortium including leading and facilitation of the CENTURION NUG. The CENTURION Program Manager will provide a line of communication between all CENTURION Consortium members and is responsible for collaborating and cooperating with all members to ensure the efficient and effective operation of the CENTURION Consortium. The CENTURION Program Manager will also be one of the representatives for the CENTURION Consortium in the North American NUG as well as the International NUGs. The CENTURION Program Manager will report to the Temple CIO and coordinate with the CENTURION RMS Solutions Specialist. For the purpose of reviewing and evaluating the functionality of the CENTURION RMS, the CENTURION Program Manager

will schedule regular meeting dates and times that are mutually agreed upon with CENTURION Consortium members.

The CENTURION Program Manager will coordinate training for all members in accordance with NICHE functionality and security procedures. The CENTURION Program Manager may create any advisory or support groups required to better assist the functionality of the CENTURION RMS.

Host Agency Records Custodian Representative

The Host Agency Records Custodian Representative and/or designee is the Host Agency's official custodian of Criminal Justice Records. This individual will attend NICHE user training for the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train each agency's civilian staff regarding their respective NICHE records user group.

Financial & Inventory Representative

The Financial & Inventory Representative will assist the CENTURION Program Manager to provide information pertaining to potential/future technology purchases related to the CENTURION RMS. This individual will keep a record of all current inventories associated with the CENTURION RMS to include warranties, specifications, assets, licenses, and descriptive purpose. This individual will maintain equipment replacement schedules including those related to hardware, software, and any other items necessary for the operation of the CENTURION Consortium. This representative will be responsible for the payment of all reasonable and necessary CENTURION RMS billing approved by the CENTURION Consortium, to include vendor payment related to the CENTURION Consortium.

The Financial & Inventory Representative will provide an annual expenditure report to the CENTURION Executive Council on or before March 1st of each year. The financial report will include all revenues and expenses/costs associated with the operation of the CENTURION Consortium. In addition, they will provide accounting documents each month to the CENTURION Program Manager which will include at minimum a list of expenditures, assets, and invoices paid. All unused funds will be rolled over to maintain fiscal responsibility within the CENTURION Consortium.

CENTURION NUG Agency Representatives

Each CENTURION Agency will have at most two representatives, *i.e.*, Agency Records Custodian Representative and/or Agency CENTURION RMS Administrators, within the CENTURION NUG. The CENTURION NUG will include the following representatives from the Host Agency: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial & Inventory Representative, and Host Agency RMS Administrator.

This working group will meet on dates and times that are set forth by the CENTURION Program Manager. It is the expectation that each agency representative keeps their agency's executive staff

current on subject matter addressed by the CENTURION NUG. In addition, minutes of the meetings will be distributed to the CENTURION Executive Council.

All CENTURION Consortium members can attend at their own expense the annual NICHE NUG or annual United States NICHE NUG.

CENTURION Executive Council

The CENTURION Executive Council includes the following voting members: Police Chiefs from Belton, Copperas Cove, Harker Heights, Killeen, Killeen ISD, Nolanville, Morgan’s Point, Salado, Temple, Texas A&M University – Central Texas, and Troy; one Executive representing Bell county Member Agencies, and the Host Agency Chief Information Officer.

Tier 2 Executive members may serve as non-voting members of the Executive Council.

The Executive Council reviews and approves all annual RMS upgrades and associated Hosting Fee adjustments, any CENTURION NUG recommendations that will have a potential significant impact on the CENTURION RMS, and amendments to this Agreement.

(See the CENTURION Governance Section)

5.0 HOST AGENCY REQUIREMENTS

Staffing

Host Agency Executives will designate the CENTURION Host Agency team members, including but not limited to, CENTURION RMS Solution Specialist, CENTURION Program Manager, CENTURION Host RMS Administrator, and Financial/Inventory Representative. Any members of the CENTURION Consortium who are RMS Subject Matter Experts (SME’s) may assist with the development, build, implementation and/or testing of the CENTURION RMS.

Training

The Host Agency will facilitate one-time initial “train the trainer” sessions, conducted by NICHE, available for all agencies within the consortium to attend at no cost. Individual agencies will determine which staff should be represented at this training. These selected representatives that attend this train-the-trainer session will be responsible for training their respective agencies. Any additional training from NICHE will be at the expense of the CENTURION Agency, unless provided by the Host Agency.

Training materials will be provided to member agencies with authorization to copy and distribute materials to members agency’s staff.

Technology Services

Understanding that some agencies within the Consortium have limited technology services, the Host Agency or another CENTURION Agency may assist at no charge beyond the included CENTURION Operational Support as defined in this agreement.

NICHE allows the sharing of all the interfaces developed and/or approved by NICHE. A list of those interfaces will be made available to all member agencies (*See Appendix D*). These interfaces allow CENTURION Agencies to connect directly to the CENTURION RMS, however they will still require testing and approval by the Host Agency. (*See CENTURION Operational Section*).

Any CENTURION Agency “infrastructure needs” that require the purchase of additional hardware, non-NICHE developed software, or non-NICHE developed interfaces, will be the financial responsibility of the requesting CENTURION Agency. Members of the CENTURION Consortium may assist with the installation and/or testing of these products as long as they are utilized for the CENTURION RMS.

Security & CJIS Compliance

The Host Agency will ensure that the CENTURION RMS environment and all connected devices are CJIS compliant. (*See CENTURION Operations Section for additional items related to Security.*)

Hardware/Infrastructure

The Host Agency will provide all infrastructure in the data centers consisting of CENTURION Software and CENTURION Hardware. This does not include any data connections for specific CENTURION Agencies to connect to the CENTURION RMS environment. The Host Agency will implement “best practices” to sustain performance related to the NICHE environment which will include limiting large data uploads to the database.

No video attachments are allowed in the Centurion RMS. All videos will be linked to their current body worn camera and in-car video management systems (Axon, WatchGuard, Coban, etc.). Photos may be attached but must be limited to no larger than 5 MB in size and no more than 600X600 resolution.

6.0 CENTURION AGENCY REQUIREMENTS

Each participating agency within the CENTURION *Consortium* will utilize a domain structure that is built into the CENTURION RMS solution. Each CENTURION Agency will need to ensure that their infrastructure meets the minimum standards set forth by the Host Agency.

Hardware/Infrastructure

CENTURION Agencies are responsible for maintaining all the recommended hardware and infrastructure related to any devices operating the CENTURION RMS. In addition, all CENTURION Agencies are responsible for the installation, monitoring, and maintenance of their connections to the CENTURION RMS, *i.e.*, VPN, Internet, fiber, and/or Cellular. The Host Agency may review your hardware to ensure it meets minimum specifications. Both the connectivity and hardware can have an impact on overall CENTURION Agency performance when operating the CENTURION RMS.

Security & CJIS Compliance

The CENTURION Agency will ensure that all their connected devices and environments to the CENTURION RMS environment are CJIS compliant. See CENTURION OPERATIONS Section for additional items related to security. The Host Agency may request the CENTURION AGENCY provide record of its CJIS compliance.

Representation

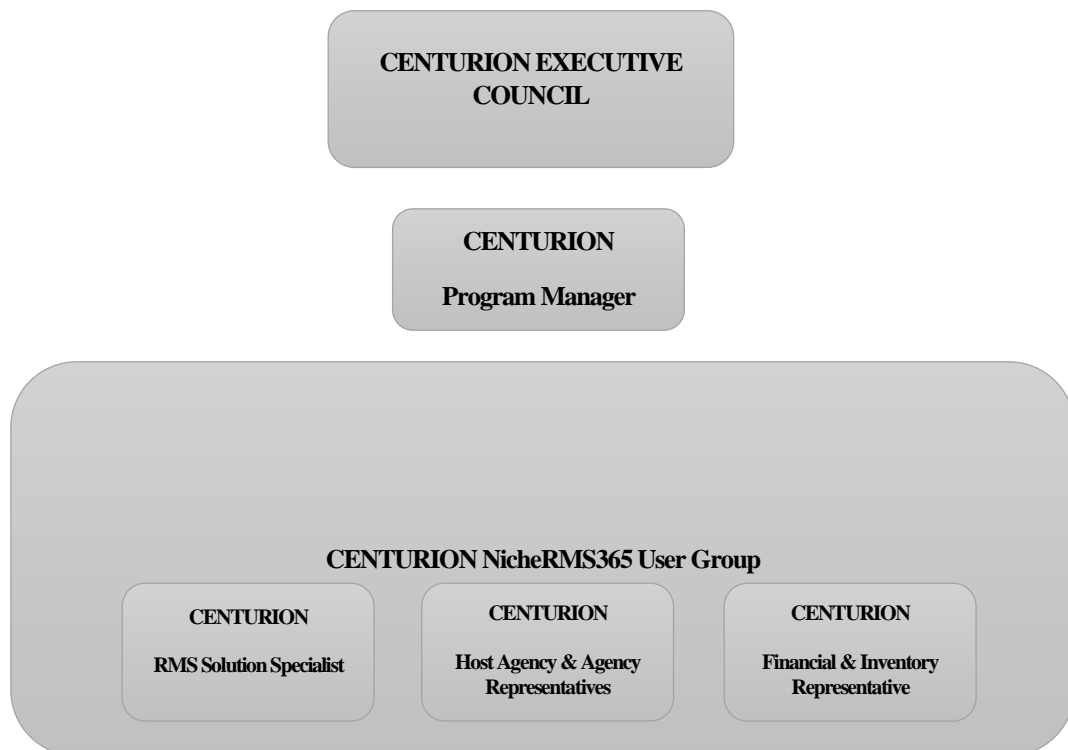
All CENTURION Agencies are responsible for assigning representatives to ensure proper representation for their agency and for their jurisdiction's best interest. Representatives should include individuals appropriate to meet the roles and responsibilities established within this document. (*See CENTURION Roles Section*)

Representatives from each CENTURION AGENCY are critical to the success of the CENTURION Consortium, therefore, active participation is required. If a CENTURION agency is not represented at the majority of the meetings held in any given 12-month period, the agency will be notified of this deficiency by the Host Agency and may become an "Inactive" member.

7.0 CENTURION GOVERNANCE

The CENTURION Governance structure provides the structure within which the CENTURION Consortium agrees to govern and operate, in accordance with terms and conditions set forth in this interagency agreement and with the intent to provide oversight to the CENTURION RMS solution and associated services. The focus of the CENTURION governance structure is to ensure the integrity of the CENTURION RMS program. The CENTURION governance will provide guidance to the following areas: CENTURION RMS Roles, CENTURION RMS Financials, CENTURION RMS Operations, CENTURION RMS Membership, and enforcement of this Agreement.

CENTURION GOVERNANCE STRUCTURE



Principal Meeting Location

The principal meeting location for the CENTURION Executive Council and NUG will be the Temple Police Headquarters, 209 East Avenue A, Temple, Texas, on designated dates and times that the CENTURION Consortium agrees upon. Alternative meeting locations may be identified in advance as needed.

CENTURION NICHE User Group (CENTURION NUG)

To maintain a foundation for the CENTURION Consortium, a user group will be established that will be utilized to further the goals of the Consortium as well as establishing a forum to address the needs and recommendations of the CENTURION Consortium.

The CENTURION NUG will include the following roles: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial and Inventory Representative, and Host Agency and Agency Representatives. Additional resources from either the Host Agency or CENTURION Agency may participate as needed based upon the agenda items. If an Agency does not have the IT structure in place to customize their CENTURION RMS Domain, a request will be made through the CENTURION NUG for approval and implementation by the Host Agency, if approved.

The primary function of the CENTURION NUG will be to assess the development and maintenance of the CENTURION RMS as it relates to technology and user (officer/civilian staff) issues/recommendations to enhance the future needs and sustainability of the CENTURION RMS. The CENTURION NUG will conduct regularly scheduled NUG meetings.

Attendance of at least 51% of the CENTURION NUG membership is required to have a Quorum. All CENTURION NUG recommendations must meet majority approval of the members present prior to moving forward.

Minutes of all NUG meetings will be taken and maintained by the CENTURION Program Manager or designee. All recommendations, votes, and meeting minutes will be made available to all CENTURION Consortium members. All approved recommendations that have potential significant impact on the CENTURION RMS will be escalated to the CENTURION Executive Council for review and approval.

Amendments to Interagency Policy Agreement

This Agreement may be amended only by a unanimous vote of the CENTURION Executive Council. Any proposed amendment shall be formally directed to the Executive Council. The Executive Council shall then review the proposed amendment, hold a vote and, if the vote is unanimously in favor of the proposed amendment, will forward the proposed amendment with its own recommendation to the governing body of each Member Agency. The proposed amendment must be approved by the governing body of each Member Agency to be effective.

Agreement Termination

CENTURION Agencies in Tier 1 are required to pay an annual Maintenance Fee which is twenty percent (20%) of the total initial Software License Fee of \$1340.05 per sworn user, or \$268.01 annually per sworn user. In the event a Tier 1 Agency terminates their membership or becomes an Inactive Member before the end of the year, the agency will forfeit any unused portion of the annual Maintenance Fee paid for that year. (*See Centurion Financial Section*)

The Host Agency will provide “best effort” in data extraction related to the terminated CENTURION Agency’s domain based upon a reasonable timeframe and available staff resources.

Executive Voting and Quorum

A CENTURION Executive Council will be established with each Tier 1 Executive member entitled to one (1) vote except that no single political jurisdiction or institute of higher education shall have more than one voting member, with the exception that the Host Agency’s CIO will also be a voting member of the Executive Council. Tier 2 Executive members may serve as non-voting members of the Executive Council.

The attendance of at least 51% of CENTURION Executive Council voting members is required to have a Quorum. All matters that are urgent in which a Quorum cannot be established will be handled by the Host Agency and brought to the CENTURION Executive Council at their next meeting with a Quorum. In the voting procedure, the majority vote of voting members present will carry.

The Host and Member Agencies are bound to the financial obligations expressly contained in this Agreement.

The CENTURION Executive Council does not vote on all customizations that are Agency specific unless it is determined that it could potentially impact the CENTURION RMS operations or integrity. If so, it will be escalated to the CENTURION NUG and/or CENTURION Executive Council to be addressed.

8.0 CENTURION OPERATIONS

All CENTURION Consortium members will utilize a shared environment containing CJIS Records with the Host Agency providing the infrastructure and day-to-day operations of the environment. The CENTURION RMS information may be shared/disseminated amongst all CENTURION Consortium members. All CENTURION RMS records will be maintained, vetted, and secured by the Host Agency. Individual agencies within the CENTURION Consortium will retain ownership of their own records and have access to shared records.

Incident Management

All Host Agency issues will be recorded via the Host Agency IT ticketing system. CENTURION Agency specific issues will only be recorded if they are escalated to the Host Agency. Any issues discovered by a CENTURION Agency will be directed to that Agency’s CENTURION RMS Administrator to be resolved. If the issue cannot be resolved, a ticket will be submitted to the Host Agency for investigation and resolution. The Host Agency will follow all current procedures for critical tickets including communications utilizing the Problem Incident Report (PIR) guidelines. (*See Appendix C: Service Level Agreement (SLA) for timing related to issues submitted.*)

Service Level Agreement (SLA)

The Host Agency will utilize their currently established SLA and NICHE's contracted SLA. The Host Agency's SLA is subject to change and any relevant updates that occur will be provided to all CENTURION Consortium members reflecting those changes. *(See Appendix C)* The Host Agency may monitor all connections to the CENTURION RMS environment to ensure operational performance and aid in troubleshooting in the event of an incident.

Data Exchange/Sharing

All CENTURION Consortium members agree to exchange data within the CENTURION RMS and understand that sharing this data does not constitute ownership, but is shared, in an effort to provide associated services for their agency.

Data Interfaces & Maintenance

CENTURION Agencies are responsible for providing the Host Agency verification of testing, accuracy, and schedules associated with implementation. The Host Agency will validate all data interfaces and schedule implementation based upon availability of resources. The Host Agency will monitor all data feeds for erroneous data and may reject or disconnect any data feeds that are not meeting the quality of standard for the Host Agency. CENTURION Agencies are required to perform regular maintenance, including all testing for upgrades and patches to ensure accuracy of data imports. Any suspicious data feeds/integrations may be terminated without notice to ensure the integrity of the CENTURION RMS for the Consortium.

It is the expectation that CENTURION Agencies will provide a good faith effort to deliver customized programming assistance to those agencies lacking IT structure. All customized programming integrations with the CENTURION RMS will be required to be tested by the Host Agency and/or documentation provided to sufficiently meet the Host Agency IT and Change Advisory Board (CAB) approval prior to implementation.

Data Backup and Recovery

The Host Agency will provide regular database backup of the CENTURION RMS based upon their current guidelines. The Host Agency will backup Centurion RMS (NICHE) database and application servers online for six months and will be replicated to the Host Agency's backup storage area network at the City of Temple's EOC facility. The Host Agency will also perform active monthly and yearly full backups; monthly where Veeam backup & Replication saves these backups to the long-term backup repository at the City of Temple's EOC. These backups will be used for major disasters requiring full recovery, and not for individual records or partial recovery. The Host Agency does not have the resources to provide individual agency data feeds or replicated data specific to any Centurion Agency. Doing so would be at the Host Agency's discretion.

High Availability and Disaster Recovery

The Host Agency will provide an environment with high availability for the CENTURION RMS infrastructure. In addition, two secondary sites will be established and maintained as a fail over in the event the primary site is unavailable for an unacceptable period of time as determined by the Host Agency. The two secondary sites will be located at the City of Killeen and Bell County Information Technology Data Centers.

The Host Agency will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimizes service disruption through automated failover and failback multi-site disaster recovery plans for planned migrations, disaster avoidance, and disaster recovery. This will automate the fail-over to either the City of Killen or Bell County Information Technology Data Centers. The Host Agency will be responsible for failing over unless there is a catastrophic outage, at which time, the Host Agency may call member agencies IT on-call personnel. The Disaster Recovery site is not expected to have the same level of performance as the primary site.

Scheduled CENTURION RMS Maintenance

The Host Agency will provide up to one upgrade per year, at their discretion and approval from the CENTURION Executive Council and Change Advisory Board (CAB). The Host Agency will apply patches during the scheduled maintenance window as approved by the CAB with advance notification to all Agencies. The CENTURION RMS standard maintenance window is the **first Sunday of the month from 2 a.m. to 5 a.m.** The Host Agency may extend or change the maintenance window by presenting this change to the CAB. Both upgrades and patches may require client software to be upgraded. It will be the responsibility of each Agency to complete these Agency client specific upgrades. The Host Agency will make NO CENTURION RMS CHANGES without approval of the CAB. All environmental changes will be reviewed by the Host Agency to determine if they need to engage the CENTURION CAB. All CENTURION Agencies are responsible for conducting testing of their CENTURION RMS domain prior to the changes approved by the CAB.

CENTURION RMS User Access Maintenance

Each CENTURION AGENCY is responsible for maintaining their terminated and new hire users utilizing their CENTURION RMS domain administrator account access. The Host Agency will conduct an annual audit of all CENTURION RMS user accounts to ensure both financial licensing and user access is up to date. (*See CENTURION Financial Section for additional information.*)

CENTURION RMS Agency Specific Configuration

Each CENTURION Agency will have one CENTURION RMS domain administrator account to manage their CENTURION RMS agency domain. The CENTURION RMS agency specific domain administrator can make configuration changes to their CENTURION RMS to meet their agency specific needs. The Host Agency provided a list of agency specific customization vs Host Agency customizations. (*See Appendix A*) In the event a customization is not available, a recommendation can be made to the CENTURION NUG for review.

CENTURION RMS Infrastructure Security

The Host Agency will manage all infrastructure security related to the CENTURION RMS infrastructure. CENTURION Agency staff will only have access to the CENTURION RMS solution, no further access will be granted. The Host Agency will notify all *CENTURION* Executives of issues that require escalation. In the event of a CENTURION Agency security issue, the Agency identifying the issue must notify the Host Agency within four (4) hours to determine what action, if any, is necessary to ensure the security of the CENTURION RMS environment. This action may include temporarily disconnecting the CENTURION Agency with the security issue until it is resolved. The Host Agency will determine if a notification is necessary for the all CENTURION Agencies.

Change Advisory Board – (CAB)

The Host Agency will manage a Change Advisory Board (“CAB”) with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment. Each CAB representative will receive one vote and must be present to vote, so that they can ask/answer questions related to the change request. All requests and approvals will be recorded, as well as each vote. The change request records will be made available to the entire CENTURION Consortium membership for review. In addition, all changes must be submitted at least 24 hours in advance of the CAB meeting and must include at a minimum a brief description of the change, business impact, and rollback plan. Any approved changes will follow the Host Agency’s procedures for communication with the completion of a Service Outage Request (SOR) notification.

Records Custodian- Public Information Act

Each Agency’s Records Custodian Representative will adhere to all CENTURION RMS standards as indicated within CJIS criteria as well as the Texas Public Information Act.

The data contained in the CENTURION RMS is of a highly sensitive nature, protected by laws, regulations, and policies from many forms of disclosure, and owned by each contributing CENTURION Agency. Access to and use of the CENTURION RMS and the data therein carries with it a significant burden of responsibility for each user and CENTURION Agency.

Data contributed to the CENTURION RMS is exposed to and viewable by the CENTURION Agencies unless the owner takes the necessary steps to hide the data through the setting of access control lists. CENTURION Agencies understand that their data is intended to be shared and that the sharing of data is fundamental to the purposes of a Consortium Records Management System and is the basis for the system’s power as a tool to make our communities safer and more secure.

Since CENTURION RMS involves the shared storage of data and the shared access to data of CENTURION Agencies, it is agreed that the data remains the property of the CENTURION Agency that created or granted access to the data. CENTURION Agencies further

acknowledge and agree that the data available through the shared service shall be used solely for valid law enforcement purposes, and shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties.

Each CENTURION Agency is responsible for responding to Public Information Act requests under **Chapter 552, Texas Government Code**, relating to data owned by its own CENTURION Agency which is contained in the CENTURION RMS. If a request is made to a CENTURION Agency for access to or release of data owned by another CENTURION Agency, the CENTURION Agency receiving the request shall direct the requestor to the correct CENTURION Agency.

Additional Services

Additional services can be arranged as needed by any *CENTURION* Agency with any other member. These arrangements are not part of this Agreement, however, all terms and conditions of this Agreement remain in effect and enforced.

9.0 CENTURION FINANCIAL SECTION

All agencies participating within the CENTURION Consortium will agree to fulfill all financial obligations related to the administration and operation of the CENTURION RMS. (See Appendix B) Maintenance costs will be allocated to each agency as a percentage of sworn users for that agency. An administration hosting fee will be assessed at a fixed rate per user to assist with IT operating costs for the Host Agency. All fees (annual maintenance and host fees) will be made payable to the City of Temple no later than **December 1st** of each year. Any CENTURION Agency that fails to pay for their maintenance and/or hosting fee may be deemed an “Inactive” CENTURION Agency until such time as payments are received.

There will be an annual “true up” of each CENTURION Agency’s user numbers by the Host Agency between July-September of each year. CENTURION Agencies will be required to provide accurate sworn and civilian employee numbers at that time for the following year. Those adjusted user numbers will be applied for the invoicing in the following year, unless there is a significant agency user count change during the year that increases the Host Agency’s costs. If this occurs, that CENTURION Agency may be required to pay those additional maintenance and hosting fee costs at the time of that change.

Initial Software Usage Fee (License Fee)

This Initial Software Usage (License) Fee applies to Tier 1 agencies only. The initial License Fee is \$1340.05 per sworn user. Member agencies will remit payment to the Host Agency based on the contractual milestone or timeline agreement outlined in the contract between the City of Temple and NicheRMS.

Addition or Removal of Sworn Users

Should an agency add or remove sworn users from their RMS “roster”, the Agency’s reestablished number of sworn users will be eligible for an adjusted percentage of costs allocated to the maintenance fee. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable, as the scheduled financial responsibility of that Agency has already been distributed for vendor payment, which is a crucial factor for the successful operation of the CENTURION Consortium.

All additional sworn users added by an agency will require the agency to pay for a full cost license, hosting fee, and will increase their annual maintenance fee accordingly.

Addition or Removal of Civilian User

Should an agency add or remove civilian users from their CENTURION RMS “roster”, the agency’s reestablished number of civilian users will be eligible for an adjusted (reduction or increase) cost related to the Host Agency hosting fee after the annual “true up”. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable.

Annual Software Maintenance Fee

This fee applies to Tier 1 agencies at a rate of 20% of the license fee (\$1340.05) or \$268.01 per sworn officer annually based upon the allocated number of sworn officer licenses. Any licenses purchased above the original allocated number will increase the annual software maintenance fee at a rate of 20% of the license fee (\$1,340.05) or \$268.01 per sworn officer.

5-Year Lock: The Annual Software Maintenance Fee will be locked for five years at a rate of 20% of the license fee. The 5-year lock will commence at the point at which maintenance fees are due, following completion of the implementation and warranty or “go live” phases and will continue for five (5) consecutive years thereafter.

Rate Increases: At the conclusion of the 5-year lock period, the CENTURION Consortium is aware that the rate may increase due to inflation. CENTURION Software Maintenance Fee adjustments will be based on an evaluation of the rate of inflation as reflected by the Consumer Price Index.

Notice: The Host Agency will provide written notice of a rate increase to member agencies no later than February 1st of the year in which the increase will take effect on or after October 1 of the same year.

Annual Hosting Fee

The Hosting Fee is assessed to assist in offsetting the technology infrastructure and support costs for the Host Agency. This fee applies to Tier 1 agencies at a rate of \$85 per user (sworn & non-sworn) in the CENTURION NICHE Solution. Increases to this fee will be limited to no more than 5%

annually for the first 2 years. The fee will be reviewed every two (2) years. Interim reviews may be triggered by unusual events, such as the exit of a large agency from the Centurion Consortium.

The annual Hosting Fee includes computer, storage, and disaster recovery. All additional users added by an agency will require the agency to pay the additional Hosting Fee for the added user.

Optional Fees

Fees for data conversion, integration, or training beyond what is already mentioned in this Agreement are not included in any of the costs. Each agency is responsible for addressing fees for these additional services, if necessary. Optional fees depending on the agency's preference may include the following:

Optional NICHE Provided Training Fees	\$1,800 per day <i>(plus T&E)</i>
Optional NICHE Provided Data Conversions	\$1,800 per day <i>(plus T&E)</i>
Optional NEW NICHE Built Custom Interfaces	\$1,800 per day

NOTE: All existing NICHE interfaces are at no cost

Annual Fee Reporting & Adjustments

The Host Agency will provide an annual report to the CENTURION Executive Council on the CENTURION RMS fees paid and expenses incurred by the HOST AGENCY related to the CENTURION RMS. During the annual review, should the CENTURION RMS Hosting Fees not align with services provided, or should unforeseen expenses arise that are required to sustain the CENTURION RMS, a recommendation from the Host Agency will be reviewed by the CENTURION Executive Council. All CENTURION Hosting Fee recommended adjustments will be reviewed by the CENTURION Executive Council for approval by the CENTURION Host Agency and Member Agency Executives.

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Bell County

David Blackburn
Bell County Judge

Eddy Lange
Bell County Sheriff

Pat A. Duffield
Constable Precinct 1

Rolly Correa
Constable Precinct 2

Devin Rosenthal
Constable Precinct 3

Martha Dominguez
Constable Precinct 4

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Belton
Police Department**

Wayne Carpenter
Mayor

Sam A. Listi
City Manager

Gene Ellis
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Copperas Cove
Police Department**

Bradi Diaz
Mayor

Ryan Haverlah
City Manager

Eddie Wilson
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Harker Heights
Police Department**

Spencer H. Smith
Mayor

David Mitchell
City Manager

Phil Gadd
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Killeen Police Department

Jose L. Segarra
Mayor

Kent Cagle
City Manager

Charles Kimble
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Killeen Independent School District
Police Department**

Joann Purser
Board President

John M. Craft
Superintendent

Ralph Disher
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Nolanville
Police Department**

Andy Williams
Mayor

Kara Escajeda
City Manager

Michael Hatton
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Morgans Point Resort
Police Department**

Dennis Green
Mayor

Dalton Rice
City Manager

Charles Cline
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

Salado Police Department

Michael Coggin
Mayor

Don Ferguson
Village Administrator

Pat Boone
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Temple
Police Department**

Tim Davis
Mayor

Brynn Myers
City Manager

Shawn Reynolds
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Texas A&M University Central Texas
Police Department**

Marc A. Nigliazzo
President

Andrew Flores
Chief of Police

Signature Agreement

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Troy
Police Department**

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Michael Morgan
Mayor

Gary O. Smith
City Manager

Suzanne Martin
Chief of Police

**Agency License, Hosting, and
Maintenance Cost Estimates**

CENTURION

**Central Texas Uniform Reporting
Information Network**

-NICHE365-

Appendix A

Note: Actual costs must be verified with the Centurion Host Agency Executives. Some costs may potentially be adjusted, depending upon the Agency’s go-live date. This estimate includes license fees, hosting fees, and annual maintenance fees, only. Other fees may apply.

Step	Calculation	Result
1	Identify the number of Sworn Officers (SO)	SO =
2	Identify the number of Civilian System Users (CU)	CU =
3	Sum up the Total Users (TU): $TU = SO + CU$	TU =
4	Calculate the License Fee (LF): $LF = SO \times \$1400$	LF =
5	Calculate annual Hosting Fee (HF): $HF = TU \times \$84$	HF =
6	Calculate Annual Maintenance (AM): $AM = LF \times (20\%)$	AM =
7	Calculate First Year Costs (FYC): $FYC = LF + HF$	FYC =
8	Calculate annual Costs for Future Years (CFY): $CFY = AM + HF$	CFY =

Example: 10 Sworn Officers and 20 Civilian Users

1. $SO = 10$
2. $CU = 20$
3. $TU = 30$
4. $LF = 10 \times \$1340.05 = \$ 13,400.05$
5. $HF = 30 \times \$84 = \$ 2,520$
6. $AM = \$13,400.05 \times .20 = \$ 2,680.01$
7. $FYC = \$13,400.05 + 2,680.01 = \$ 16,080.15$
8. $CFY = \$ 2,680.01 + \$ 2,520 = \$ 5,200.01$

Service Level Agreement (SLA)

Host: City of Temple

CENTURION

**Central Texas Uniform Reporting
Information Network**

-NICHE365-

Appendix B

1. SERVICE LEVELS

- a. The City of Temple will supply the following services to the extent required by this agreement:
- Technical Assistance
 - Database analysis and diagnostics
 - Software maintenance support
 - Updates and revisions
- b. Support Organization
- The City of Temple will provide a single 24-hour support telephone number for logging all requests for support from the customer, together with e-mail helpdesk address strictly for NICHE support issues.
 - The City of Temple will ensure that the support telephone number is monitored on a 24/7 basis including all public holidays, either by on-duty staff or via an automated paging system.
 - The City of Temple will allocate each call a unique helpdesk reference number, which will be made available to the customer and against which all information relevant to the call can be accessed.
 - The City of Temple will provide technical advice and support as necessary to resolve the customers difficulties and queries in support of the issue. If the City of Temple cannot determine the issue we will contact NICHE support The customer will ensure that only authorized CUSTOMER personnel contact the City of Temple.
- c. Service Level Definitions
- The following definitions of terms are used in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The system is not operational or one or more core business functions are not operational.
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.
3	Low	The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i>
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, <i>etc.</i>

- d. Assigning of calls to categories will be the responsibility of the customer. Clearing of a call will require the customer agreement. Any call can be re-categorized by the CUSTOMER, in discussion with the City of Temple, at any time.
- e. Initial response is the first communication (typically by telephone or e-mail) from the City of Temple in reply to a reported issue indicating its current status and action being taken.
- f. Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.
- g. Reporting Issues
 - High or medium priority issues shall be reported in a telephone call to the City of Temple Help Desk at 254-298-5209.
 - Low or nuisance priority issues shall be reported by e-mail to the following address rmshelp@templetx.gov.
 - Low or nuisance priority issues will not receive an immediate response outside City of Temple business hours of 8:00 am to 5:00 pm Monday to Friday central standard time (CST).
- h. Service levels from the time the call is logged during business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	15 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	30 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

The customer acknowledges that there are some problems, particularly ones of an intermittent nature that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. The City of Temple will work with NICHE and agrees to diagnose and fix these problems on a best effort basis.

- i. Service levels from the time the call is logged outside of normal business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	30 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	60 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

2. SYSTEM AVAILABILITY

- a. System availability is defined as the fraction of the time that the major business-critical functions of the system are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software, or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime.
- b. For example, if, in a 30-day month (720 hours), the system had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:
- $A = (720 - 2 - 3) / (720 - 2) = 99.58\%$
- c. We will be targeting system availability at 99.9%.

3. SOFTWARE CHANGES

- a. In the event of a software issue being identified within the Software that must be fixed by a software change, through NICHE, the process of delivering a solution will be as follows:
- If a software change is being required in order to achieve Resolution as part of the NICHE’s support service, this will be provided in the form of a Patch as soon as possible in order to meet the defined service levels.
 - In all other circumstances, NICHE and the customer will jointly assess the priority for providing the software change to the City of Temple based on aspects such as the nature and scope of the issue, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software

Release. NICHE and the City of Temple may agree that either an emergency Patch or an additional Release is required to fix the problem.

- Unless otherwise agreed by the SERVICE PROVIDER and the CUSTOMER, fixes will be included in a future (normally the next) Release.

4. SOFTWARE MAINTENANCE

- a. There will be two types of software change provided by NICHE:
 - A Patch: a software update issued to resolve an issue. This will be provided to the City of Temple within the specified service response time.
 - A Release: A scheduled software maintenance Release.
- b. All Patches and Releases will be implemented only with the prior agreement of the City of Temple and its customers. The City of Temple reserves the right to decide when to implement a Patch or a Release.
- c. A Release: a scheduled software maintenance Release.
- d. Prior to implementation, NICHE is to provide the City of Temple with a description of any issues that will be fixed or enhanced as well as any adverse effects of, on the implementation of, each Patch/Release.
- e. NICHE will perform comprehensive Factory Testing on all Releases prior to issuing them to the City of Temple and provide the City of Temple with sufficient assistance, support and advice to enable the City of Temple to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.
- f. When the City of Temple implements a new Release, then such a Release shall thereby become the current Release.
- g. NICHE will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the CUSTOMER or remote installation of the software.

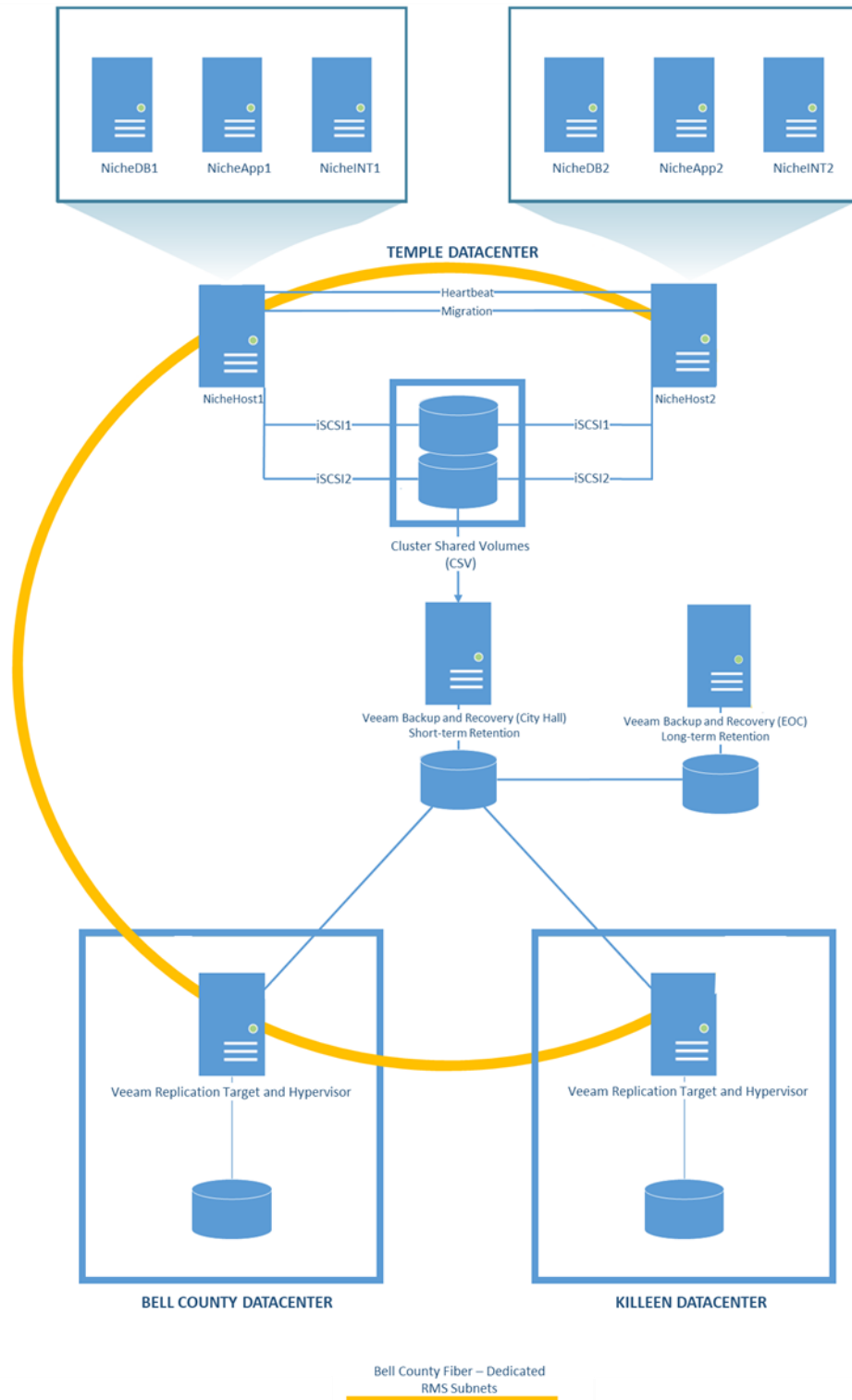
5. APPLICATION SOFTWARE RELEASES

- a. NICHE will notify the City of Temple of any improved or updated versions of the Software, which NICHE will from time to time make. Together with this notification, NICHE will provide the City of Temple and CENTURION Agencies with an explanation of the nature, adverse effects, any cost implications, if any, and an implementation plan of such a Release. Such explanation will be sufficient to enable the City of Temple and CENTURION Agencies to judge whether the new Release will be appropriate to the City of Temple and CENTURION Agencies requirements.
- b. NICHE will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

6. FAIL-OVER & DISASTER RECOVERY SOLUTION

- a. The City's Fail-Over design includes a primary high-availability server at the City of Temple and backup servers at Bell County and City of Killeen data centers. This design will replicate data every five minutes from the primary server to the two backup servers.
- b. The City will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimize service disruption through automated failover and failback of multi-site disaster recovery plans for planned migrations, disaster avoidance and disaster recovery. This will automate the fail-over to either City of Killeen or Bell County servers. The City of Temple will be responsible for failing over unless there is a catastrophic outage at which time, we may have to call the agencies IT on-call personnel.
- c. The City of Temple will backup Niche database and application servers online for six months and will be replicated to our backup storage area network at the City of Temple's EOC facility. The City of Temple will perform active monthly and yearly full backup's using Veeam backup & replication where it will be sent to the City of Temple EOC facility.
- d. The Fail-Over solution will follow the following design:

Proposed Niche Fail-Over Server Design



INTERFACES

Developed and/or Approved by NICHE

CENTURION

**Central Texas Uniform Reporting
Information Network**

-NICHE365-

Appendix C

NICHE365 has developed and/or approve the use of Interfaces to the following:

- Motorola
- Intergraph CAD
- Easystreet Draw
- IAPro
- MorphTrack
- MorphTrust
- Crossmatch
- Midas
- Tyler Justware
- Coplink
- Coplogic
- Watchguard
- BuyCrash
- FileOnQ
- Crime Reports
- Appriss
- FATPOT
- TraCS
- TEG CAD
- Laserfiche
- Omnixx
- Interact
- Tritech
- Livescan

**Payment Profile
Example for Niche License**

Agency	Sworn	Professional Staff	Total Users	License Cost	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5
					(10%)	(10%)	(25%)	(50%)	(5%)
Temple PD (TFD= 7)	165	30	195	\$ 221,108.25	\$ 22,110.83	\$ 22,110.83	\$ 55,277.06	\$ 110,554.13	\$ 11,055.41
Killeen PD	262	40	302	\$ 351,093.10	\$ 35,109.31	\$ 35,109.31	\$ 87,773.28	\$ 175,546.55	\$ 17,554.66
Belton PD	38	13	51	\$ 50,921.90	\$ 5,092.19	\$ 5,092.19	\$ 12,730.48	\$ 25,460.95	\$ 2,546.10
Harker Heights PD (HHFD=2)	57	15	72	\$ 76,382.85	\$ 7,638.29	\$ 7,638.29	\$ 19,095.71	\$ 38,191.43	\$ 3,819.14
Bell County (Sheriff Office/BCCC/ ConstablesSO)	145	98	243	\$ 194,307.25	\$ 19,430.73	\$ 19,430.73	\$ 48,576.81	\$ 97,153.63	\$ 9,715.36
Copperas Cove PD	54	18	72	\$ 72,362.70	\$ 7,236.27	\$ 7,236.27	\$ 18,090.68	\$ 36,181.35	\$ 3,618.14
Troy PD	8	1	9	\$ 10,720.40	\$ 1,072.04	\$ 1,072.04	\$ 2,680.10	\$ 5,360.20	\$ 536.02
Morgans Point PD	11	0	11	\$ 14,740.55	\$ 1,474.06	\$ 1,474.06	\$ 3,685.14	\$ 7,370.28	\$ 737.03
Salado PD	6	0	6	\$ 8,040.30	\$ 804.03	\$ 804.03	\$ 2,010.08	\$ 4,020.15	\$ 402.02
Nolanville PD	12	1	13	\$ 16,080.60	\$ 1,608.06	\$ 1,608.06	\$ 4,020.15	\$ 8,040.30	\$ 804.03
Killeen ISD PD	27	1	28	\$ 36,181.35	\$ 3,618.14	\$ 3,618.14	\$ 9,045.34	\$ 18,090.68	\$ 1,809.07
Central Texas A&M PD	10	5	15	\$ 13,400.50	\$ 1,340.05	\$ 1,340.05	\$ 3,350.13	\$ 6,700.25	\$ 670.03

Milestones

- (Milestones are part of the Contract Negotiations Process between the Host Agency and NicheRMS)
- 1 (10%)= Delivery of unconfigured NicheRMS software along with system and project documentation at project commencement.
 - 2 (10%)= Completion of OC project team training by Niche.
 - 3 (25%)= Delivery of configured software for acceptance testing by OC.
 - 4 (50%)= Cutover; go-live of the software in OC.



COUNCIL MEMORANDUM

AGENDA ITEM #IV-2

FROM: THE OFFICE OF THE CITY MANAGER

DATE: DECEMBER 7, 2021

RECEIVE AND DISCUSS A PRESENTATION ON AMENDMENTS TO THE TECHNICAL CODES IN §150.02 OF THE HARKER HEIGHTS CODE OF ORDINANCES.

EXPLANATION:

The City of Harker Heights is in the process of amending and adopting the 2021 International Technical Codes as promulgated by the International Code Council (ICC). This will enable the City to apply the most current building and development standards, and to maintain our Insurance Service Organization (ISO) rating for the Building Department.

The City's Building Official and Building Inspector have attended updated training to understand and properly enforce the new requirements. The Department of Planning and Development has met with local contractors and construction stakeholders on numerous occasions to provide guidance and clarification on how the City will implement and enforce the 2021 International Codes and local amendments to those codes.

ATTACHMENTS:

1. Draft Ordinance
2. Strike Through Version of the Existing Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 150.02 OF THE CODE OF HARKER HEIGHTS, ADOPTING AND AMENDING THE 2021 GENERAL TECHNICAL CODES.

WHEREAS, the City of Harker Heights (“*City*”) has previously adopted various standard codes, including the 2015 National Technical Codes; and

WHEREAS, Section 1305.101 of the Texas Occupations Code requires the adoption of the National Technical Codes as published by the International Code Council and NFPA (“*Technical Codes*”) as the technical codes for the state; and

WHEREAS, Section 1305.201(c) of the Texas Occupations Code permits a municipality to adopt local amendments to the Technical Codes; and

WHEREAS, the City Council (“*Council*”) finds that to comply with applicable law, and to provide for greater uniformity in construction standards, and to promote the public health, safety and welfare, it is necessary and desirable to amend the Code of Harker Heights (“*Code*”) as hereinafter provided; and

WHEREAS, the meeting at which this Ordinance was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

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

SECTION 1: The Council officially finds and declares that the facts and recitations set forth in the preamble to this Ordinance are true and correct.

SECTION 2: Section 150.02 of the City of Harker Heights’ Code of Ordinances is hereby amended to read as shown in Exhibit “A”.

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4: All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any city official or employee charged with the enforcement of this Ordinance, acting for the City in the discharge of official duties, shall not thereby become personally liable, and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 5: The change in the law made by this Ordinance applies only to an offense committed on or after the effective date of this Ordinance. For purposes of this section, an offense is committed on or after the effective date of this Ordinance if every element of the offense occurs on or after that date.

SECTION 6: An offense committed before the effective date of this Ordinance is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose.

SECTION 7: This Ordinance shall be effective from and after **January 1, 2022**, and the City Clerk shall publish the caption or title of hereof within ten days of approval as required by law.

PASSED AND APPROVED by the City Council of the City of Harker Heights on December 14, 2021.

Spencer H. Smith, Mayor

ATTEST:

Juliette Helsham, City Secretary

§ 150.02 ADOPTION OF VARIOUS STANDARD CODES.

The following codes are hereby adopted by reference as though they were fully copied herein, with deletions, alterations and additions as indicated:

(A) *The International Building Code, ~~2021~~ 2015 Edition*, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

(1) In Section 101.1 "Title." Insert "The City of Harker Heights."

(2) Section 105.1 "Required." Amend to read: "Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure; or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing systems; the installation of which is regulated by this code, or to install accessory structures, or to cause any such work to be done, shall first make application to the Building Official for a permit, shall comply with applicable state and local rules and regulations concerning licensing and registration, and obtain the required permit."

(3) Section 105.2 "Work Exempt From Permit."

(a) Delete Items 1, 2, 3 and 6.

(b) Change Item 4 to read "2 feet."

(4) Section 109.4 "Work Commencing Before Permit Issuance." Revise to read: "Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a penalty ~~to~~ of the greater of \$250 or 100% of the permit fee in addition to the required permit fees."

(5) Section 109.6 "Refunds" Remove and Insert "The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.
3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."

~~(65)~~ Section 110.6.1 "Re-inspection." Add new section to read as follows: "Where any work or installation does not pass any inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid the city for each re-inspection."

(76) SECTION 113 “BOARD OF APPEALS.” Revise to read: “Building Standards Commission”, and replace in its entirety with the following:

(87) “Section 113.1 ‘General.’ The ZBA (Zoning Board of Adjustments) is designated to hear and decide appeals of orders, decisions or determinations made by the Building Official or Fire Code Official relative to the application and interpretation of the applicable code. The ZBA shall be appointed as codified by [Chapter 155](#) of the Code of Harker Heights. The Board shall render all decisions and findings in writing to the appellant, with a duplicate copy to the code official.”

(98) Section 113.2 “Limitations of Authority.” Amend to read: “An application for appeal shall be based on a claim that the true intent of this code or the rules adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of construction or protection is proposed. The Board shall have no authority to waive requirements of this code.”

(109) SECTION 202 “DEFINITIONS.” Add the following:

“ALL WEATHER DRIVING SURFACE - A driving surface that is capable of supporting the imposed loads of fire apparatus and consisting of material that is impervious to damage from wet conditions and does not produce dust during dry weather conditions. Accepted materials shall consist of concrete or asphalt correctly applied.

AS DEVELOPED - The change of use of a parcel of land from a vacant, unimproved tract to one which is prepared for occupancy by buildings or structures.

MOBILE FOOD VENDOR - A mobile food unit which is wheeled, or otherwise designed to be readily transported from place to place, whether towed or self-propelled, and which is not designed to be permanently connected to domestic water, sanitary systems, or electricity.

MOBILE HOME PARK - For purposes of enforcement of these code provisions, a mobile home park shall be considered as commercial property.

THE ROUTE THAT A FIRE HOSE WOULD BE LAID - The routing of fire hose from either a public or approved on-site fire hydrant to the fire apparatus along the length of the public roadway and/or approved private fire lanes.

TEMPORARY - Any length of time not to exceed ninety (90) days without conditional use approval.”

(110) Section 406.7.2 “Canopies.” Amend the height requirement to 14 feet, 0 inches (4,267.2 mm).

(124) Section ~~502.1~~ ~~504.2~~ “Address Identification.” Amend to read: “New and existing buildings shall be provided with approved address numbers or letters. One- and two-family dwellings must be a minimum of 4 inches (102 mm) high and a minimum of 0.5 inches (12.7 mm) wide; all other buildings must be 6 inches (152.4 mm) high and a minimum of 0.5 inches (12.7 mm) wide. They shall be installed on a contrasting background, be plainly visible from the street or road fronting the property. Where

access is by means of a private road and the building address cannot be seen from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. On all multi-family buildings above two-family dwellings shall be a placard mounted on the street side of the building, visible from the roadway, stating the person or company that manages the property and a 24-hour phone number. The placard minimum is 12 inches by 10 inches, with letters and numbers being 1 inch in height, and of contrasting colors to the placard and the structure.”

(13) Section 707.5 “Continuity” Change last sentence to read: “Joints, voids and intersections shall comply with sections 706.5, 706.5.1, 706.5.2, 707.8 and 707.9.”

(142) Section 903.1.2 “Special Construction Requirements.” Add new section to read as follows: “Other provisions of this code notwithstanding, automatic sprinkler systems complying with Chapter 9 of this code shall be installed in all buildings in excess of two stories, thirty-five (35) feet in height.

Exceptions: one and two family dwellings”

(153) In Section 903.2.8 “Group R.” Add exceptions:

“Exception: Construction of one (1) apartment building containing up to four (4) units on a single lot, constructed with a two (2) hour fire separation (with no penetrations) from slab to the underside of the roof between dwelling units, shall not be required to install a fire sprinkler system.

Exceptions: one and two family dwellings.”

(164) Section 1101.2 “Design.” Amend to read as follows: “Buildings and facilities shall be designed and constructed to be accessible in accordance with this chapter and the Texas Accessibility Standards (TAS) of the Architectural Barriers law, Government Code Chapter 469, as applicable.

Exceptions: Buildings regulated under state law and built in accordance with state-certified plans, including any variance or waivers granted by the state, shall be deemed to be in compliance with the requirements of this chapter.”

~~(15) Sections 1102 through 1110. Delete in their entirety.~~

~~(1746) Section 15124.23.1 “Roof RecCover.” Delete #2~~

(1847) Section 15124.34 “Roof Recovering.” Amend to read as follows: “No building hereafter constructed, altered, or re-roofed, shall have a second roof structure placed over an existing roof structure without the removal of the entire first roof.”

(1948) Section 1612.3 “Establishment of Flood Hazard Areas.” Insert “The City of Harker Heights” and “September 26, 2008,” respectively.

(2049) Section 1807.2 “Retaining Walls.” Amend to read: “Retaining walls two (2) feet and over must be permitted and engineered. Walls used to separate elevations between properties shall be placed on the property line or not closer than six (6) feet to the property line, allowing room to provide a drainage swale that will prevent runoff waters from inundating the adjacent properties. Retaining walls must be constructed of

a material that is classified as permanent, i.e., concrete or decorative concrete block; the use of heavy timber is not permitted within ten (10) feet of any property line. Retaining walls shall be designed in accordance with Sections 1808.2.1 through 1807.2.3. Retaining wall drawings and engineered plans must be site specific.”

(~~2120~~) Table 2308.7.1 (~~1~~)~~5~~ through Table 2308.7.2(6) of this code are amended by deleting in their entirety all columns that refer to 2 by 4s.

(~~2224~~) Appendices C, E, F, G, J, K and L are adopted.

(~~2322~~) Appendices A, B, D, H, I, M, N and OM are not adopted.

(B) *The International Plumbing Code, 2021~~15~~ Edition*, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

(1) Section 101.1 "Title." Insert "The City of Harker Heights, Texas."

~~(2) Section 103.1 "Code Compliance Agency" Insert "Building Department"~~

~~(2) Section 106.6.2 "Fee Schedule." Insert "As determined in the annual budget document."~~

~~(3) Section 106.6.3 "Fee Refunds." Insert "50%" on Items 2 and 3.~~

(34) Section 108~~7~~.4.3 "Re-inspection and Testing." Amend to read: "Where any work or an installation does not pass any initial inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection."

~~(4) Section 109.2 "Schedule of Permit Fees" Insert "As determined in the annual budget document."~~

~~(5) Section 109.5 "Refunds" remove and Insert "The code official shall authorize the refunding of fees as follows:~~

- ~~1. The full amount of any fee paid hereunder that was erroneously paid or collected.~~
- ~~2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.~~
- ~~3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~

~~The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment."~~

~~(6) Section 113.4 "Stop Work Order" Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas."~~

~~(7) Section 114 "Means of Appeals" Replace the text with the following: "See Section 113 of the International Building Code."~~

(85) Section 115~~08~~.4 "Violation Penalties." Amend to read: "Refer to Section 150.99 of the Code of Harker Heights, Texas."

~~(6) Section 108.5 "Stop Work Orders." Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served~~

~~with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas.”~~

~~—(7) SECTION 109 “MEANS OF APPEAL.” Replace the text with the following: “See Section 113 of the International Building Code.”~~

(98) Section 3054.4.1 “Sewer Depth.” Insert “twelve (12) inches (30.48 cm)” in both locations.

(10) Section 307.2.1 “Wall framing for walls containing plumbing” Add section to read “Any wall that contains plumbing shall be constructed of a minimum of two by six nominal stud (2X6).”

(119) Section 311.1 “Toilet Facilities for Workers General.” Add the following sentences: “Toilet facilities shall be placed not more than 300 feet (91.2 m) apart. Several builders may share the same facility, provided there is a letter on file signed by all parties.”

(120) Section 312.2 “Drainage and Vent Water Test.” Change to read: “A water test shall be applied to the drainage system, either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged, except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 5-foot (1,524-mm) head of water. In testing successive sections, at least the upper 10 feet (3,048 mm) of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 10 feet (3,048 mm) of the system, shall have been submitted to a test of less than a 5-foot (1,524-mm) head of water. This pressure shall be held for not less than 15 minutes. The system shall then be tight at all points.’

(134) Section 312.3 “Drainage and Vent Air Test.” Add exemption to read: “An air test for plastic pipe not exceeding 5 psi for a period not less than 15 minutes shall be allowed for soil testing in wet weather.”

(142) Section 312.10 “Inspection and testing of backflow prevention assemblies.” Add text to last sentence to read ~~Replace the text with the following:~~ “Inspection and testing shall comply “... and with Chapter 54 of the Code of Harker Heights.”

(153) Section 504.7.2 “Pan Drain Termination.” Delete last sentence ~~and add following sentence:~~ “~~An approved warning and water service shutoff device shall be required.~~”

(16) Section 504.7.3 Add new section to read “An approved warning and water service shutoff device shall be required where the pan drain termination is not take to the outside.”

(174) Section 603.2 “Separation of Water Service and Building Sewer.” Delete first sentence and change to read: “The building sewer shall be horizontally separated by not less than 5 feet (1,524 mm) of undisturbed or compacted earth. The required

separation distance shall not apply where a water service pipe crosses a sewer pipe, provided the water service is sleeved to a point not less than 5 feet (1,524 mm) horizontally from the sewer pipe centerline on both sides of such crossing. The sleeve shall be of pipe materials listed in Table 605.3, 702.2 or 702.3. The required separation shall not apply where the bottom of the water service pipe, located within 5 feet (1,524 mm) of the sewer, is not less than 12 inches (305 mm) above the highest point of the building sewer.”

(185) SECTION 603 “WATER SERVICE.” Add new subsection 603.3 entitled “Water Service Metering,” to read as follows: “Each building to which domestic water service is supplied shall be separately metered. Each tenant space of a multi-occupancy building shall have separate valves. Upon request for a meter set, the water service tap shall be identified and exposed by the owner or his agent. Adjacent grade at that time shall be as close to finished grade as possible. Should finished grade later prove to vary considerably from that which was anticipated upon the setting of the meter, it shall be the owner’s sole responsibility to alter the grade of the water service tap, the meter, meter vault and yard line to accommodate the grade change.”

(196) Section 608.154 “Location of Backflow Preventers.” Add: “No backflow devices are to be located below grade.”

(2047) Section 705.104.2 “Solvent Cementing.” Delete exceptions.

(21) Section 708.1.13 “Minimum Cleanouts Required” Add new section to read “ A minimum of one (1) clean-out conforming with section 708 and one (1) clean out located within 5’ inside the property line shall be required. Where a cleanout is in conflict with any easement, public or private, the placement of the cleanout shall be coordinated with the City Building Official.”

(2248) SECTION 712 “SUMPS AND EJECTORS.” Add new subsection 712.5, to read as follows: “All portions of any equipment associated with a sewer sump or ejector shall be installed out-of-doors, and not within any building intended for human habitation.”

(2349) Section 802.1.4 “Swimming Pools.” Amend as follows: “Wastewater from swimming pools, backwater from filters shall discharge to the nearest public roadway or approved drainage reserves by means of adequate piping.”

(2420) Section 903.1.1 “Roof Extensions.” Insert: “6 inches (15.24 cm).”

(254) Section 904.1 “Required Vent Extension.” Add the following sentence: “Every building in which plumbing is installed shall have at least one vent, the size of which is not less than 3 inches (76 mm).”

(262) Section 918.1 “Air Admittance Valves General.” Add subsection 918.1.1 to read: “The use of air admittance valves must have prior approval by the Building Official.”

(273) Section 1003.3.43 “Grease Trap and Grease Interceptor Not Required.” Add the following exception: “An interceptor may be required for an individual dwelling unit or private living quarters, if there is reasonable cause to believe that injurious or illegal

materials are being discharged to the public sewer in quantities reasonably calculated to cause damage to sewage treatment plants and/or processes. Nothing in subsection 1003.1.1 above shall be construed to relieve a multi-occupant facility, whether housing or otherwise, from installing a trap or interceptor, when it can be reasonably shown that the cumulative discharge of relatively small amounts of potentially injurious materials by individual tenants is sufficient to endanger the public sewer system. The responsibility for installation and maintenance of an interceptor in these circumstances is upon the owner or his agent.”

(284) Appendices B, C, D, and E are adopted.

(295) Appendix A and F is not adopted.

(C) The International Mechanical Code, 2021~~15~~ Edition, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

~~___~~(1) Section 101.1 "Title." Insert "The City of Harker Heights, Texas."

___(2) Section 108.2 "Re-inspection and Testing." Change to read as follows: "Where any work or installation does not pass any inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid the city for each re-inspection."

___(~~32~~) Section 109.26.5.2 "~~Fee-Schedule~~ of Permit Fees." Insert "As determined in the annual budget document."

(~~43~~) Section 109.66.5.3 "~~Fee-Refunds.~~" Insert "50%" ~~on Items 2 and 3.~~ Section 109.6 "Refunds" remove and Insert "The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.

2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.

3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."

~~(4)~~ Section 107.3.3 "Re-inspection and Testing." Change to read as follows: "~~Where any work or installation does not pass any inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid the city for each re-inspection.~~"

___(5) Section 113.4 "Failure to Comply." Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas."

___(6) SECTION 114 "MEANS OF APPEAL." Replace the text with the following: "See Section 113 of the International Building Code."

___(~~75~~) Section 11508.4 "Violation Penalties." Amend to read: "Refer to Section 150.99 of the Code of Harker Heights, Texas."

~~(6) Section 108.5 “Stop Work Orders.” Revise the last sentence to read: “Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas.”~~

~~—(7) SECTION 109 “MEANS OF APPEAL.” Replace the text with the following: “See Section 113 of the International Building Code.”~~

~~___(88)~~ Section 304.3 “Elevation of Ignition Source.” Delete exception.

~~___(9) Section 307.2.1.1 “Condensate discharge” after first sentence change to read “Condensate drains shall not discharge into a plumbing fixture without prior approval from the Building Official”~~

~~___(109)~~ Section 504.5 “Dryer Exhaust Duct Power Ventilators.” Add to end of section: “The ventilator shall be accessible for inspection, service, repair, and replacement without removing any permanent construction or ducts not connected to the ventilator.”

~~___(110)~~ Appendix A is adopted.

~~___(124)~~ Appendix B ~~and C is are~~ not adopted.

(D) The International Fuel Gas Code, 2021~~15~~ Edition, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions issued, except for the following, which shall amend and change said code only to the extent referenced:

(1) Section 101.1 "Title." Insert "The City of Harker Heights."

(2) Section 10~~96~~.6.2 "~~Fee-Schedule~~ of Permit Fees." Insert at the end of the sentence "~~As determined~~ in the annual budget documents."

(3) Section 10~~96~~.6.3 "~~Fee Refunds.~~" ~~Insert "50%" on Items 2 and 3.~~ Replace the text with the following: "The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.
- 1.3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."

(4) Section 11~~207~~.3.3 "Re-inspection and Testing." Amend to read: "Where any work or installation does not pass any inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection."

(5) Section 11~~508~~.4 "Violation Penalties." Amend to read: "Refer to Section 150.99 of the Code of Harker Heights, Texas."

(6) SECTION 113 "MEANS OF APPEAL." Replace the text with the following: "See Section 113 of the International Building Code."

~~(76)~~ Section 11~~6.408~~.5 "~~Failure to Comply~~ Stop Work Orders." Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas."

~~(7) SECTION 109 "MEANS OF APPEAL." Replace the text with the following: "See Section 113 of the International Building Code."~~

(8) Section 406.4.2 "Test Duration." Amend to read: "Test duration shall be not less than 15 minutes. For larger piping systems the code official may require a longer test duration, not to exceed 24 hours."

(9) Add Section 406.4.3 "Test Gauges. Gauges used for testing shall be as follows:

1. Tests requiring a pressure of 10 psi or less shall utilize a testing gauge having increments of 0.10 psi (0.69 kPa) or less.

2. Tests requiring a pressure higher than 10 psi (69 kPa) but less than or equal to 100 psi (690 kPa) shall use a testing gauge having increments of 1 psi (6.9 kPa) or less.

3. Tests requiring a pressure higher than 100 psi (690 kPa) shall use a testing gauge having increments of 2 psi (14 kPa) or less."

(10) Appendices A, B, C, and D are adopted.

(11) Appendices E is not adopted.

(E) *The International Energy Conservation Code, 2021-15 Edition*, as promulgated by the International Code Council Inc., and all subsequently published annual revisions issued, except for the following, which shall amend and change said code only to the extent referenced:

(1) Section C-101.1 "Title." Insert "The City of Harker Heights."

(2) . Section C104.5 Replace the text with the following: "The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.

2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.

1.3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."

(32) Section C-1054.6 "Re-inspection and Testing." Amend to read: "Where any work or installation does not pass an inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection.

(4) Section C109.4 "Failure to Comply." Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas."

(53) SECTION ~~C110R-109~~ "BOARD OF APPEALS." Replace the text with the following: "See Section 113 of the International Building Code."

(6) Section R101.1 "Title." Insert "The City of Harker Heights."

(7) . Section R104.5 Replace the text with the following: "The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.

2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.

3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."

(8) Section R105.6 "Re-inspection and Testing." Amend to read: "Where any work or installation does not pass an inspection, the necessary

corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection.

(9) Section R109.4 "Failure to Comply." Revise the last sentence to read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable as provided in Section 150.99 of the Code of Harker Heights, Texas."

(10) SECTION R110 "BOARD OF APPEALS." Replace the text with the following: "See Section 113 of the International Building Code."

(F) *The International Residential Code for One and Two Family Dwellings, 2021~~15~~ Edition*, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

(1) Section R101.1 "Title." Insert "The City of Harker Heights."

(2) Section R105.1 "Required." Amend to read: "Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to install accessory structures, or to cause any such work to ~~be~~ done, shall first make application to the Building Official for a permit. Any owner or authorized agent shall also comply with applicable state and local rules and regulations concerning licensing and registration, and obtain the required permit."

(3) Section R105.2 "Work Exempt from Permit." Remove exemptions 1, 2, 4, 5 and 10, and change number 3 to read: "Retaining walls that are not over 2 feet (609.6 mm) in height."

(4) Section R109.4.1 "Re-inspection." Add new section to read as follows: "Where any work or installation does not pass any inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be re-submitted to the Building Official for re-inspection. A fee shall be paid the city for each re-inspection."

(5) SECTION R112 "BOARD OF APPEALS." Replace the text with the following: "Refer to Section 113 of the International Building Code."

(6) Section R113.4 "Violation Penalties." Add the following sentence: "Refer to Section 150.99 of the Code of Harker Heights."

(7) Table 301.2~~(4)~~. Insert the following criteria:

Snow load 5 pounds/foot

Wind 115 (3-sec gust)/75 fastest mile

Seismic Design Category B

Weathering Moderate

Frostline depth 4 inches

Termite Moderate to heavy

Decay Slight to moderate

Winter Design Temperature 26° F

Flood Hazards Local Code

(8) Section R306.5 "Toilet Facilities for Workers." Add to read as follows: "Toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. The path of travel to required facilities shall not exceed a distance of 300 feet (91.2 m)."

~~(9)~~ Section R313.2 "Automatic Fire Sprinkler Systems." Delete this section.

(10) Section 313.2.1 "Design and Installation." Amend to read: "Automatic residential fire sprinkler systems when installed shall be designed and installed in accordance with Section P2904 or NFPA 13D."

(11) Section R404.6 "Retaining Walls." Add new section to read as follows; "Retaining walls two (2) feet and over must be permitted and engineered. Walls used to separate elevations between properties shall be placed on the property line or not closer than six (6) feet to the property line, allowing room to provide a drainage swale that will prevent runoff waters from inundating the adjacent properties. Retaining walls must be constructed of a material that is classified as permanent, i.e., concrete or decorative concrete block; the use of heavy timber is not permitted within ten (10) feet of any property line. Retaining wall drawings and engineered plans must be site specific."

(12) Section R602.3.1 Stud size, height and spacing. Add the following exemption: "4. Where plumbing is present and passes through more than one framing member within a wall assembly, no less than two by six (2x6) framing shall be used. (Wet Walls)"

~~(132)~~ SECTION R801 "GENERAL." Add Section R801.4 "Roof Framing." to read as follows: "Roof framing materials, two inch (2") by four inch (4"), referred to in the span tables of this chapter, shall not be permitted in habitable structures except when used in engineered trusses."

~~(143)~~ Section 908.3.1 "Roof Re-cover." Delete this section.

~~(154)~~ Section 908.3.1.1. Delete this section.

~~(165)~~ Section 908.4 "Roof Re-covering." Delete this section.

~~(176)~~ Section 908.7 "Secondary Roofing." Add section to read as follows: "No building hereafter constructed, altered, or re-roofed, shall have a second roof structure placed over an existing roof structure without the removal of the entire first roof."

~~(187)~~ Section P2501.3 "Metering." Add new section: "Each dwelling building to which domestic water service is supplied shall be separately metered. Upon request for a meter set, the water service tap shall be identified and exposed by the owner or his agent. Adjacent grade at that time shall be as close to finished grade as possible. Should finished grade later prove to vary from that which was anticipated upon the setting of the meter, it shall be the owner's sole responsibility to alter the grade of the water service tap, the meter, meter vault and yard line to accommodate the grade change.:"

(198) Section P2501.4 “Sewer Connection.” Add new section: “Each dwelling building which contains plumbing fixtures designed to waste to the sanitary drainage system shall have a separate connection at the public sewer. Each household unit of a townhouse or two family dwelling shall have a separate connection to the public sewer, and shall not share any portion of the DWV system. A common collector line may receive the discharge from each household unit in the case of two family dwellings under common ownership and management.”

(20) Section 2603.1.1 Add new section to read “Wall framing for walls containing plumbing” Add section to read “Any wall that contains plumbing shall be constructed of a minimum of two by six nominal stud (2X6).”

(21) Section 2603.5.1 Add 12” at both locations.

(22) Section 2801.6.3 Add new section to say “An approved warning and water service shutoff device shall be required where the pan drain termination is not take to the outside.”

(22) Section 2902. After last sentence add the following: “No backflow devices shall be located below grade.”

(2319) Section P2902.4.3 “Hose Connection.” Add the following: “All hose bibs installed on the exterior of the building shall be protected with a back flow preventer that is an integral part of the hose bib.”

(24) Sections 3005.2 after last sentence add the following: “A minimum of one (1) clean-out conforming with section 3005.2.1 through 3005.2.11 and one (1) clean out located within 5’ inside the property line shall be required. Where a cleanout is in conflict with any easement, public or private, the placement of the cleanout shall be coordinated with the City Building Official.”

(25) Section 3005.4.2.1 Add new section to read as follows: “Building sewers shall not be less than 3 inches (7.62 cm) in diameter.”

-(260) Table 3005.4.2. Add footnote “c”. Amend to read as follows: “Building sewers shall not be less than 3 inches (7.62 cm) in diameter.”

(274) Section P3007.1.1 “Location of Sumps and Ejectors.” Add to read as follows: “All portions of any equipment associated with a sewer sump or ejector shall be installed out-of-doors, and not within any building intended for human habitation.”

(282) Section P3102.1 “Required Vent Extension.” Add the following: “Every building in which plumbing is installed shall have at least one stack, the size of which not less than 3 inches (7.62 cm). Such stack shall run undiminished in size, and as directly as possible from the building drain through to the open air or a vent header that extends to the open air. Where possible, the 3-inch (7.62-cm) vent should serve the water closet farthest from where the building sewer exits the building.”

(~~293~~) Section P3114.1 “General.” After last sentence Aadd the following: “Air admittance valves may only be installed with prior written authorization of the Building Official.”

(~~3024~~) Section E3601.6.2 “Service Disconnect Locations.” Amend to read: “The service disconnecting means shall be installed at a readily accessible location outside of the building, and as close to the meter base as possible. Each occupant shall have clear access to the service disconnecting means serving the dwelling unit in which they reside.”

(~~3125~~) Section AI101.1 of Appendix I “Private Sewage Disposal.” Amend to read: “All private sewage disposal systems shall conform to the requirements of the Texas Department of Health and the Texas Commission on Environmental Quality, as administered by the Bell County Health Department.”

(~~3226~~) Appendices AA, AB, AC, AD, AG, AH, AI, AJ, AK, AM, AN, AO, AP, AQ, and AV are adopted.

(~~3327~~) Appendices AE, AF, AL, AR, AS, ~~and AT, AU and AV~~ are not adopted.

(G) *The International Property Maintenance Code, 2021-15 Edition*, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

(1) Section 101.1 "Title." Insert "The City of Harker Heights."

(2) Section 104.13.5 "Fees." Amend to read: "The fees for activities and services and/or permits required by this department shall be paid as required, in accordance with the schedule as established in the annual budget document."

(3) SECTION 107444 "MEANS OF APPEAL." Replace the text with the following: "See Section 113 of the International Building Code."

(4) SECTION 108 "Board of Appeals": Delete entire section.

(54) Section 302.4 "Weed." Insert: "12 inches (304.8 mm)."

(65) Section 302.8 "Motor Vehicles." Amend to read: "Except as provided in other regulations, no inoperative and not displaying a current registration and inspection certificate, motor vehicle shall be parked, kept or stored on any premises visible from any public property, and no vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth."

(76) Section 304.14 "Insect Screens." Amend to read: "Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or anywhere products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitting screens of less than sixteen (16) mesh per inch (16 mesh per 25 mm), and every swinging door shall have a self-closing device in good working condition."

(87) Section 602.3 "Heat Supply." Amend to read: "Every owner and operator of any building who rents, leases, or sublets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65° F (18° C) in all habitable rooms, bathrooms, and toilet rooms."

(98) Section 602.4 "Occupiable Work Spaces." Amend to read: "Indoor work spaces that may be occupied shall be supplied with heat to maintain a temperature of not less than 65° F (18° C) during the period that the space is occupied."

Exceptions: remain as written.

~~-(109) Appendix A is hereby adopted.~~

(11) Appendix B not adopted.

(H) *The International Existing Building Code, 2021~~15~~ Edition*, as promulgated by the International Code Council, Inc., and all subsequently published annual revisions, except for the following, which shall amend and change said code only to the extent referenced:

(1) **Section 101.1 “Title”** Insert “The City of Harker Heights”

(2) **Section 105.1.1 Annual Permit and 105.1.2 Annual Permit Records** “Delete in its entirety”

(3) **Section 105.2 Work Exempt from permit** “Delete Number 1”

(4) **Section 109.54.1 Add New Section “ Re-inspection”** to read: “Where any work or an installation does not pass any initial inspection, the necessary corrections shall be made to achieve compliance with this code. The work or installation shall then be re-submitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection.”

(5) **Section 112 “~~Means~~Board of Appeals”** Replace the text with the following: “Refer to Section 113 of the 2015 International Building Code”

(6) **Section 7056 .2.13 “Roof recover~~Recovering versus Replacement~~”** Delete ~~Item 1. all but the following: “New roof coverings shall not be installed without first removing all existing layers of roof coverings down to the roof deck.”~~

(7) **Section 705.2.1.1 “Exceptions”** Delete entire section and add the following: “Roof Recovering: New roof coverings shall not be installed without first removing all existing layers of roof coverings down to the roof deck.”

(7) **705.36.4 “Roof recovering”** Delete Section

(l) *The International Swimming Pool and Spa Code, 2021-18 Edition*, as promulgated by the International Code Council Inc., and all subsequently published annual revisions issued, except for the following, which shall amend and change said code only to the extent referenced:

(1) Chapter 1, part 101.1 "Title." Insert "The City of Harker Heights."

~~(2) SECTION 103 "DEPARTMENT OF BUILDING SAFETY." Delete this section.~~

~~(32) 108.2 "Schedule of Permit fees" Amend to read: "The fees for work shall be as indicated in the city adopted fee schedule."~~

~~(3) Section 106.16 "Re-inspection and Testing." Amend to read: "Where any work or installation does not pass an inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection."~~

~~(4) Section 105.6.2 "Fee Schedule." Amend to read: "The fees for work shall be as indicated in the city adopted fee schedule."~~

~~(35) Section 108.65.6.3 "Fee Refund." 105.6.3 (2) add "50 percent." 105.6.3 (3) add "50 percent." Remove and Insert "The code official shall authorize the refunding of fees as follows:~~

- ~~1. The full amount of any fee paid hereunder that was erroneously paid or collected.~~
- ~~2. Not more than 50 percent of the permit fee paid where work has been done under a permit issued in accordance with this code.~~
- ~~3. Not more than 50 percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended."~~

~~(4) Section 110.16 "Re-inspection and Testing." Amend to read: "Where any work or installation does not pass an inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for re-inspection. A fee shall be paid to the city for each re-inspection."~~

~~(65) SECTION 11108 "MEANS OF APPEALS." Replace the text with the following: "See Section 113 of the International Building Code."~~



CITY COUNCIL MEMORANDUM

AGENDA ITEM #IV-3

FROM: THE OFFICE OF THE CITY MANAGER

DATE: DECEMBER 7, 2021

RECEIVE AND DISCUSS A PRESENTATION ON MOBILE FOOD VENDOR REGULATIONS.

EXPLANATION:

There have been several recent public inquiries regarding the City's Mobile Food Vendor requirements. This presentation will cover the City's current regulations, International Codes, and the City's Mobile Food Vendor permit process.

ATTACHMENTS:

1. Mobile Food Vendor Flyer.



Harker Heights Fire and Rescue – Office of the Fire Marshal

401 Indian Trail ~ Harker Heights, TX 76548
Phone (254) 699-2688 ~ Fax (254) 699-7693 ~ Email: balley@ci.harker-heights.tx.us

MOBILE FOOD VENDOR FIRE AND LIFE SAFETY REQUIREMENTS

All Mobile Food Vendor units are required to have a permit to operate within the City of Harker Heights. The permit must be renewed annually through the Fire Marshal's Office, and must be placed in a visible location on the unit.

Fire Extinguishers

The unit is required to have a 5 lb. (2A-10BC) fire extinguisher. The fire extinguisher must be secured with the manufacturer's approved mount in a conspicuous place within the kitchen area.

The fire extinguisher must be located as close to the primary exit point as practical, a location sign needs to be placed above the fire extinguisher and the fire extinguisher needs to have a current certification tag.

Additionally, cooking operations that produce grease-laden vapors will require a Class K fire extinguisher. The extinguisher must be mounted inside the unit, with an approved Class K fire extinguisher location sign, and have a current certification tag. The Class K fire extinguisher must be located within 30 feet of the commercial cooking equipment.

Mobile Food Vendors with deep fat fryers shall have a Class K fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. Every additional group of four fryers having a maximum cooking capacity of 80 pounds each requires an additional Class K fire extinguisher. For individual fryers exceeding six square feet in surface area, the Class K fire extinguishers will be installed in accordance with the manufacturer's recommendations.

Mobile Food Vendor units with portable generators shall have a 5 lb. (3A-40BC) fire extinguisher in addition to the other fire extinguishers.

All portable fire extinguishers must be serviced, inspected, and tagged annually by a licensed extinguisher company.

Commercial Cooking Operations

Cooking operations that produce grease-laden vapors are required to be exhausted through a commercial vent hood and duct system. The commercial vent hood and duct system must have an automatic fire extinguishing system with a current certification tag.

The automatic fire extinguishing system for the commercial vent hood and duct system must be serviced, inspected, and tagged every 6 months by a licensed extinguisher company.

All deep fat fryers must have a steel baffle between the fryer and surface flames of an adjacent appliance or shall maintain a 16-inch separation distance. The baffle must be eight inches in height.

All deep fat fryers must have a positive closing lid on the fryer with latching mechanisms that secure it in the open and closed positions.

Liquefied Petroleum Gas (LPG)

LPG cylinders must be located and secured on the exterior of the Mobile Food Vendor unit. The cylinders must be open to the atmosphere. If the cylinders are kept in a compartment, the compartment must be separate from the interior food preparation area. Access to the compartment must be from the exterior of the unit and the compartment floor and exterior door must be vented to the atmosphere.

LPG cylinders are required to be properly secured and remain secure by a non-combustible cage, wire rope, or chain.

LPG cylinders must have a ¼-turn shut-off valve located in a readily accessible location on the exterior of the unit. It must be located in an area where it can be reached without endangering the person(s) attempting to turn off the fuel source in the event of fire.

A sign is required to be located near the ¼-turn shut-off valve consisting of three-inch red letters on a white background, which states 'FUEL SHUTOFF'.

All units with LPG cylinders shall post a 'NO SMOKING' sign on the exterior of the unit, next to or directly above the LPG cylinders and in a location visible to the public. The "NO SMOKING" sign must consist of a minimum of four-inch red letters on white background.

LPG hose(s) or pipe(s) must listed by UL, FM, or other approved agency and listed specifically for LPG service. All couplings, fittings, and any other devices shall meet the requirements for LPG service as outlined in the International Fuel Gas Code, NFPA 58 and 54, or be deemed unapproved and removed from service.

LPG tanks located outside the unit must be a minimum of five feet away from the primary means of egress.

Emergency Egress

Mobile Food Vendor units must have a clear, unobstructed interior height over the aisle-way portion of the unit of at least 74 inches from floor to ceiling, and a minimum of 30 inches of unobstructed horizontal aisle space is required.

If the travel distance from any portion of the interior exceeds 15 feet to the primary exit, the unit is required to have a minimum of two exits located remote from each other and arranged as to provide a means of unobstructed travel to the exterior of the unit.

A secondary means of egress shall be located remote of the primary exit door, with an unobstructed minimum passage of 24" X 24" to the outside. The bottom of this secondary means of egress shall not be more than four feet above the unit's floor or a readily accessible horizontal surface capable of supporting a weight of 300 pounds minimum opening to the outside.

The latch mechanism of any exit shall be operable by hand, and shall not require the use of a key or special knowledge for operation from the inside. The secondary exit shall be labeled with the word 'EXIT' with two-inch-minimum red letters on contrasting white background.

Electrical

Mobile Food Vendor units using electrical power for cooling or heating must provide a shutoff or means of disconnect located outside the confines of the unit. The electrical shutoff must be readily accessible and marked with a sign consisting of three-inch red letters on a white background, which states 'ELECTRICAL SHUTOFF'. This shutoff must be placed where it can be readily seen and reached without endangering the person(s) attempting to shut off the power source in the event of a fire or short circuit.

Generator fuel tanks must be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not allowed in or near generators.

Refueling of generators must be performed in a location not less than 20 feet from the Mobile Food Vendor unit. Fuel shall be stored in a UL- or FM-approved flammable liquid safety container in an approved location. Generators shall be grounded in an approved method. Generators are not permitted to be refueled while actively vending or in areas occupied by the public.

External electrical cords must be of a type approved for the use for which it is being employed. Electrical cords must have sufficient capacity, all connections must be secured with approved devices (or electrical boxes), and must be properly fused. External power cords must have protective coverings that will protect them from damage by vehicle or foot traffic.

Electrical wiring on the interior and exterior of the Mobile Food Vendor unit must be protected and appropriately installed in compliance with the National Electric Code (NFPA 70).

Other Considerations

Mobile Food Vendor units must comply with State regulations for vehicular travel on the roadway, as well as registration and inspection requirements.

Mobile Food Vendor inspections are completed by appointment at the Harker Heights Fire Department located at 401 Indian Trail Harker Heights, TX.



CITY COUNCIL MEMORANDUM

AGENDA ITEM # IV-4

FROM: THE OFFICE OF THE CITY MANAGER

DATE: DECEMBER 7, 2021

RECEIVE AND DISCUSS AN UPDATE ON CAPITAL IMPROVEMENT PROJECTS.

EXPLANATION:

The Public Works Director will provide an update on the status of various projects during the workshop.

The attached CIP spreadsheet contains unaudited actual amounts for FY 2021 and, since the 2022 fiscal year has just begun, no data other than the budgeted numbers are provided.

ATTACHMENTS:

1. Capital Improvement Program Financial Schedule (Summary and Detail).

CAPITAL IMPROVEMENT PROGRAM - SUMMARY OF REVENUES AND PROJECTS

	ORIGINAL BUDGETED	PROJ / ACT COST	OVER (UNDER)	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
BEGINNING BALANCE - CAPITAL PROJECT FUNDS				8,288,469	11,073,503	13,153,920	6,677,629	6,663,787
REVENUE SOURCES:								
Interest Income / Interest Receivable				125,000	164,980	150,000	40,418	50,200
Non Bond Revenues				2,720,000	1,355,876	1,750,000	1,879,451	4,200,000
2018 Comb Tax & Utility Revenue CO				2,427,834	0	2,433,315	0	0
2019 Comb Tax & Utility Revenue CO				3,027,800	0	81,696	0	0
Total Revenue Sources				8,300,634	1,520,856	4,415,011	1,919,869	4,250,200
Total Funded by Coronavirus Fund				0	0	0	0	3,755,000
CIP PROJECT EXPENDITURES*:								
<i>Budgeted Water Projects:</i>								
034 Rattlesnake Road Waterline Replacement (2019)	258,000	244,051	(13,949)	147,900	143,755	0	0	0
036 Beeline Drive Waterline Replacement (2019 / CF)	490,200	440,000	(50,200)	490,200	0	490,200	0	440,000
500 Water Main Improvements		<i>projects vary yearly</i>		8,200	8,180	25,000	0	25,000
542 FM 2410 Utility Conflicts (FM 3481 to I14) Phase 1 & 2	34,000	85,500	51,500	0	0	0	0	0
510 Cedar Knob Waterline Upgrade (CF)	813,000	813,000	0	0	0	0	38,000	458,000
Total Budgeted Water Projects	1,595,200	1,582,551	(12,649)	646,300	151,935	515,200	38,000	923,000
<i>Budgeted Wastewater Projects</i>								
008 Warrior's Path WW Interceptor Line (2019)	798,100	776,031	(22,069)	0	3,135	0	0	0
009 Thoroughbred 8" WW Line / 21" @ Prospector	147,200	90,780	(56,420)	0	70,733	0	0	0
035 Sanitary Sewer at Station #2	77,900	63,332	(14,568)	0	38,328	0	0	0
037 Beeline Drive Sewer Replacement (2019)	630,300	630,300	0	0	0	0	3,370	630,300
401 VFW Lift Station Upgrade (CF)	50,000	50,000	0	0	0	50,000	0	50,000
402 West Mechanical Bar Screen Confined Entry Access - WWTP	40,000	40,000	0	0	0	0	0	40,000
516 Sewer Rehabilitation & Improvements		<i>projects vary yearly</i>		250,000	0	250,000	144,983	285,700
517 Rummel Road Lift Station Ferrous Chloride Dosing	112,000	113,870	1,870	0	1,000	0	0	0
518 Highland Oaks WW Line Extension	23,900	23,851	(49)	0	23,851	0	0	0
519 Rummel Road Lift Station Upgrade (CF)	1,064,000	1,064,000	0	0	0	0	87,891	991,000
521 Second Belt Filter Press at Sludge Dewatering Bldg (CF)	505,000	953,500	448,500	0	0	505,000	30,500	923,500
528 Low Water Crossing (Connell Property)	20,000	34,780	14,780	0	3,000	17,000	31,780	0
528 Trimmer Creek LS Iron Chloride Dosing System	125,000	147,793	22,793	110,000	135,293	0	0	0
Total Budgeted Wastewater Projects	3,593,400	3,988,237	394,837	360,000	275,340	822,000	298,524	2,920,500
<i>Budgeted Drainage Projects</i>								
501 Pinewood Erosion Project - Retaining Wall (2018)	225,000	214,826	(10,174)	204,000	17,000	200,000	166,281	179,900
501 Roy Reynolds Bridge Abutment Stabilization (2018)	182,100	152,100	(30,000)	124,000	14,500	122,100	3,500	136,100
512 Drainage Master Plan #1 Connell Det Pond (2018)	1,031,200	1,051,200	20,000	1,031,200	19,950	1,101,200	0	1,027,200
512 Drainage Master Plan #2, Phases #2, 3, 4 (2018)	1,162,600	2,402,500	1,239,900	1,162,600	9,044	2,221,000	54,169	2,312,500
512 Tahuaya Drive Drainage Project	16,400	18,359	1,959	0	16,359	0	0	0
600 Jorgette Drive Bank Stabilization (2018)	155,000	155,000	0	120,000	0	120,000	0	155,000
601 Cayuga French Drain Project (2018)	43,400	43,400	0	0	0	0	0	43,400
602 Fuller Lane / Tye Valley Cross Drainage Replacement (CF)	65,000	65,000	0	0	0	0	0	65,000
603 Reconstruct Concrete Drainage Channel - Preswick/Lantana (CF)	253,600	253,600	0	0	0	0	0	253,600
604 Thoroughbred Estates Drainage Phase 1 (French Drain) (CF)	625,400	625,400	0	0	0	0	0	625,400
Total Budgeted Drainage Projects	3,759,700	4,981,385	1,221,685	2,641,800	76,853	3,764,300	223,950	4,798,100
<i>Budgeted Building Improvements</i>								
028 Utility Relocation on Old PD Lot	22,200	21,929	(271)	0	8,769	0	0	0
504 Fire Station #2 Renovation (2019)	2,035,400	2,322,732	287,332	1,765,400	1,596,941	0	606,109	0
508 Public Works Water / Street Yard	552,200	552,200	0	0	3,738	57,000	0	0
508 Purchase Mobile Home Park Adjacent to Street Yard	400,000	6,500	(393,500)	0	0	400,000	6,500	0
509 Police Dept Building Repairs	60,000	88,226	28,226	0	24,326	35,000	50,914	0
520 Stairwell and Grating Safety Improvements (CF)	37,000	79,000	42,000	0	3,000	35,000	69,691	0
537 Remodel City Council Chambers	30,000	29,985	(15)	30,000	29,985	0	0	0
537 Flooring Updates in City Hall	31,000	31,000	0	0	0	31,000	0	31,000
537 New Cubicles / Desks in Finance and Courts	60,000	60,000	0	0	0	0	0	60,000
539 Demo / Replace Pavement at Central Station	124,900	155,229	30,329	124,900	9,500	110,400	145,729	0
539 New Roof Wellness Center (Central Station)	35,400	16,953	(18,447)	35,400	16,953	0	0	0
Total Budgeted Building Improvement Projects	3,388,100	3,363,754	(24,346)	1,955,700	1,693,212	668,400	878,943	91,000
<i>Budgeted Park Improvements</i>								
505 Miscellaneous Park Projects		<i>projects vary yearly</i>		50,000	63,294	50,000	53,008	100,000
536 Bathrooms at Carl Levin Park (2017)	300,000	365,109	65,109	0	33,472	0	0	0
545 Dana Peak Park Development	25,000	0	(25,000)	0	0	25,000	0	0
Total Budgeted Park Projects	325,000	365,109	40,109	50,000	96,766	75,000	53,008	100,000

*Projects also funded by bond proceeds will have the Series in parenthesis

	ORIGINAL BUDGETED	PROJ / ACT COST	OVER (UNDER)	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
<i>Budgeted Sidewalk Projects</i>								
513 From Prospector to Vineyard	587,800	594,400	6,600	255,100	33,000	562,800	18,500	541,400
514 FM 3481 East Side Phase 1 (St Pauls / Vacant Property)	224,200	224,200	0	0	0	0	0	224,200
514 FM 3481 East Side Phase 3 (Magill / Williams Property)	491,900	491,900	0	0	0	0	0	491,900
Total Budgeted Sidewalk Projects	1,303,900	1,310,500	6,600	255,100	33,000	562,800	18,500	1,257,500
<i>Budgeted Street Projects</i>								
007 Mountion Lion / Pontiac Drainage Flume Recon	101,600	101,600	0	64,900	0	97,600	0	97,600
030 FM 3481 and Vineyard Traffic Light / Turn Lane	87,500	63,451	(24,049)	0	0	0	0	0
031 Warrior's Path ROW / Street Reconstruction (2019)	3,153,400	2,643,516	(509,884)	3,153,400	2,408,202	0	0	0
032 Warrior's Path ROW	2,000	3,250	1,250	0	3,250	0	0	0
115 Warrior's Path Phase 2 - Pontotoc Tr to FM 2410 (engineer)	460,000	460,000	0	0	0	0	0	460,000
502 2021 Street Improvement Program (Winter Storm Uri)	3,278,300	3,175,197	(103,103)	0	0	0	152,100	2,756,600
503 Chaucer Drive Improvements	36,000	37,030	1,030	0	37,030	0	0	0
503 Tejas Trail Roadway Improvement	41,000	42,080	1,080	0	42,080	0	0	0
503 2019 Street Improvement Program	1,147,000	1,262,868	115,868	897,400	628,254	0	0	0
503 2020 Street Improvement Program	551,200	705,139	153,939	1,000,000	36,450	496,700	623,822	0
2022 Street Improvement Program	820,000	820,000	0	0	0	0	0	820,000
Total Budgeted Street Projects	9,678,000	9,314,131	(363,869)	5,115,700	3,155,266	594,300	775,922	4,134,200
Total CIP Project Expenditures	23,643,300	24,905,667	1,262,367	11,024,600	5,482,372	7,002,000	2,286,847	14,224,300
INCREASE (DECREASE) TO FUND BALANCE				(2,723,966)	(3,961,516)	(2,586,989)	(366,978)	(9,974,100)
ENDING BALANCE - CAPITAL PROJECT FUNDS				5,564,503	7,111,987	10,566,931	6,310,651	444,687

CAPITAL IMPROVEMENT PROGRAM - NON BOND REVENUES (INCLUDING GRANTS AND CONTRIBUTIONS)

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
Capital Project Accounts (Cash and Investments)	4,288,469	4,931,225	3,979,229	3,727,629	3,334,829
REVENUE SOURCES:					
Interest Income	125,000	69,617	50,000	31,802	45,200
General Fund Transfer	0	0	500,000	500,000	2,500,000
Utility Fund Transfer	1,000,000	0	1,000,000	1,000,000	1,500,000
Utility Connect Fee Transfer	100,000	100,000	100,000	50,000	50,000
Drainage Fund Transfer	100,000	100,000	150,000	150,000	150,000
Restricted Court Transfer	0	0	0	0	0
Miscellaneous Revenue	0	0	0	179,451	0
KISD Warrior's Path Contribution	1,520,000	1,125,175	0	0	0
City of Nolanville Warrior's Path Contribution	0	25,600	0	0	0
Highland Oaks Reimbursement	0	3,088	0	0	0
Grant Funding - TXDOT	0	2,013	0	0	0
Grant Funding - KTMPO	0	0	0	0	0
Grant Funding - CDBG	0	0	0	0	0
Total Non Bond Revenue Sources	2,845,000	1,425,493	1,800,000	1,911,253	4,245,200
Total CIP Projects (detailed below)	5,477,100	2,629,089	4,151,600	2,065,666	7,428,700
Adjustment to Actual	0	0	0	(145,222)	0
Estimated Non Bond Funds Remaining @ Sept 30	1,656,369	3,727,629	1,627,629	3,427,994	151,329

CIP PROJECTS (projects also funded by bond proceeds will have the Series in parenthesis)

Budgeted Water Projects

034 Rattlesnake Road Waterline Replacement (2019)	0	578	0	0	0
036 Beeline Drive Waterline Replacement	215,200	0	307,900	0	0
500 Water Main Improvements	8,200	8,180	25,000	0	25,000
542 FM 2410 Utility Conflicts (FM 3481 to I14) Phase 1 & 2	0	0	0	38,000	51,500
Total Budgeted Water Projects	223,400	8,758	332,900	38,000	76,500

Budgeted Wastewater Projects

008 Warrior's Path WW Interceptor Line (2019)	0	3,135	0	0	0
009 Thoroughbred 8" WW Line / 21" @ Prospector	0	70,733	0	0	0
035 Sanitary Sewer at Station #2	0	38,328	0	0	0
037 Beeline Drive Sewer Replacement (2019)	0	0	0	3,370	266,300
401 VFW Lift Station Upgrade	0	0	50,000	0	0
402 West Mechanical Bar Screen Confined Entry Access - WWTP	0	0	0	0	40,000
516 Sewer Rehabilitation & Improvements	250,000	0	250,000	50,004	275,000
- TCEQ Ten Year Sanitary Sewer Overflow Plan	0	0	0	0	10,700
- Lift Station Evals - Evergreen, Fawn Valley, Trimmier	0	0	0	45,000	0
- Jamie Road Wastewater Relocation	0	0	0	49,979	0
517 Rummel Road Lift Station Ferrous Chloride Dosing	0	1,000	0	0	0
518 Highland Oaks WW Line Extension	0	23,851	0	0	0
519 Rummel Road Lift Station Upgrade	0	0	0	87,891	0
521 Second Belt Filter Press at Sludge Dewatering Building	0	0	505,000	30,500	0
528 Low Water Crossing (Connell Property)	0	3,000	17,000	31,780	0
528 Trimmier Creek LS Iron Chloride Dosing System	110,000	135,293	0	0	0
Total Budgeted Wastewater Projects	360,000	275,340	822,000	298,524	592,000

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
<i>Budgeted Drainage Projects</i>					
512 Drainage Master Plan #1 Connell Det Pond (2018)	140,000	0	192,500	0	1,027,200
512 Drainage Master Plan #2, Phases #2, 3, 4 (2018)	0	9,044	903,700	54,169	150,300
512 Tahuaya Drive Drainage Project	0	16,359	0	0	0
Total Budgeted Drainage Projects	140,000	25,403	1,096,200	54,169	1,177,500
<i>Budgeted Building Improvements</i>					
028 Utility Relocation on Old PD Lot	0	8,769	0	0	0
504 Fire Station #2 Renovation (2019)	352,600	63,460	0	554,709	0
508 Public Works Water / Street Yard	0	3,738	57,000	0	0
508 Purchase Mobile Home Park Adjacent to Street Yard	0	0	400,000	6,500	0
509 Police Dept Building Repairs	0	24,326	35,000	50,914	0
520 Stairwell and Grating Safety Improvements	0	3,000	35,000	69,691	0
537 Remodel City Council Chambers	30,000	29,985	0	0	0
537 Flooring Updates in City Hall	0	0	31,000	0	31,000
537 New Cubicles / Desks in Finance and Courts	0	0	0	0	60,000
539 Demo / Replace Pavement at Central Station	124,900	9,500	110,400	145,729	0
539 New Roof Wellness Center (Central Station)	35,400	16,953	0	0	0
Total Budgeted Building Improvement Projects	542,900	159,731	668,400	827,543	91,000
<i>Budgeted Park Projects</i>					
505 Miscellaneous Park Projects	50,000	63,294	50,000	53,008	100,000
536 Bathrooms at Carl Levin Park (2017)	0	33,472	0	0	0
545 Dana Peak Park Development	0	0	25,000	0	0
Total Budgeted Park Projects	50,000	96,766	75,000	53,008	100,000
<i>Budgeted Sidewalk Projects</i>					
513 FM3481 From Prospector to Vineyard	255,100	33,000	562,800	18,500	541,400
514 FM 3481 East Side Phase 1 (St Pauls / Vacant Property)	0	0	0	0	224,200
514 FM 3481 East Side Phase 3 (Magill / Williams Property)	0	0	0	0	491,900
Total Budgeted Sidewalk Projects	255,100	33,000	562,800	18,500	1,257,500
<i>Budgeted Street Projects</i>					
007 Mounition Lion / Pontiac Drainage Flume Recon	64,900	0	97,600	0	97,600
031 Warrior's Path ROW / Street Reconstruction (2019)	1,520,000	1,125,175	0	0	0
031 Warrior's Path ROW / Street Reconstruction (2019)	423,400	157,852	0	0	0
032 Warrior's Path ROW	0	3,250	0	0	0
115 Warrior's Path Phase 2 - Pontotoc Tr to FM 2410 (engineer)	0	0	0	0	460,000
502 Street Projects (Winter Storm 2021)	0	0	0	152,100	2,756,600
<i>Chaucer, Crowfoot, Miller's Crossing, Pioneer, Wildewood, Memory, Shelby, Drawbridge, Comanche Gap, point repairs, drainage items, and sidewalks</i>					
503 Chaucer Drive Improvements	0	37,030	0	0	0
503 Tejas Trail Roadway Improvement	0	42,080	0	0	0

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
503 2019 Street Improvement Program					
Old Nolanville Road	-	-	0	0	0
Fullview Court Cul de Sac	-	-	0	0	0
Mountain Lion Road	-	-	0	0	0
Roy Reynolds Drive	-	-	0	0	0
Dorothy Lane	-	-	0	0	0
Roy Reynolds Circle Cul de Sac	-	-	0	0	0
Modoc Channel Improvements	-	-	0	0	0
Total 2019 Street Improvement Program	897,400	628,254	0	0	0
503 2020 Street Improvement Program					
Rattlesnake Road Part A	0	6,829	105,000	257,329	0
Mossy Oaks Circle Part B	0	6,829	220,000	101,536	0
Chapparral Road Part C	0	6,829	165,000	142,200	0
Miller's Crossing Guard Rail Part D	-	1,417	6,700	21,100	0
Dorothy Lane Valley Gutter Part E	-	6,829	0	16,285	0
Maintenance Guard Rail Part F	-	1,642	0	20,613	0
ADA Path Comm Park Batting Cage	-	2,217	0	17,818	0
Kern Park ADA Path & Parking Lot	-	2,217	0	35,500	0
Pima Trail Curb Ramps Part I	-	1,641	0	11,441	0
Total 2020 Street Improvement Program	1,000,000	36,450	496,700	623,822	0
2022 Street Improvement Program					
Spicewood Circle Cul de Sac	0	0	0	0	35,000
Oak Timbers Circle Cul de Sac	0	0	0	0	40,000
Wood Shadows Road	0	0	0	0	70,000
Holly Court Cul de Sac	0	0	0	0	40,000
Tanglewood Drive Cul de Sac	0	0	0	0	40,000
Maya Trail	0	0	0	0	125,000
Seminole Trace	0	0	0	0	150,000
Yuron Trace	0	0	0	0	155,000
Sun Meadows Drive	0	0	0	0	165,000
Total 2022 Street Improvement Program	0	0	0	0	820,000
Total Budgeted Street Projects	3,905,700	2,030,091	594,300	775,922	4,134,200
TOTAL PROJECT EXPENDITURES	5,477,100	2,629,089	4,151,600	2,065,666	7,428,700

CAPITAL IMPROVEMENT PROGRAM - 2018 COMBINATION TAX AND UTILITY SYSTEM CERTIFICATES OF OBLIGATION

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
REVENUE SOURCES:					
General Fund Proceeds (\$3 million)	(10)	(19,010)	(19,010)	(19,010)	(19,010)
General Fund CIP Projects	0	0	0	0	0
Proceeds Remaining	(10)	(19,010)	(19,010)	(19,010)	(19,010)
Drainage Fund Proceeds (\$3 million)	2,494,944	2,546,125	2,461,125	2,494,675	2,480,675
Drainage Fund CIP Projects	(2,501,800)	(51,450)	(2,668,100)	(169,781)	(2,676,600)
Proceeds Remaining	(6,856)	2,494,675	(206,975)	2,324,894	(195,925)
Less: Issuance Cost at Closing	(67,100)	(67,117)	(8,800)	(67,117)	(67,100)
Adjustment to Actual	0	50,090	0	53,591	50,100
Total Proceeds Remaining	(73,966)	2,458,638	(234,785)	2,292,358	(231,935)
Interest Income	5,000	35,152	15,000	6,575	5,000
Interest Earned From Prior Year(s)	184,400	184,387	219,800	219,539	227,000
Estimated 2018 CO Funds Remaining @ Sept 30	115,434	2,678,177	15	2,518,472	65

CIP PROJECTS

Budgeted Drainage Projects

501 Pinewood Erosion Project - Retaining Wall	204,000	17,000	200,000	166,281	179,900
501 Roy Reynolds Bridge Abutment Stabilization	124,000	14,500	122,100	3,500	136,100
512 Drainage Master Plan #1 Connell Det Pond	891,200	19,950	908,700	0	0
512 Drainage Master Plan #2, Phases #2, 3, 4	1,162,600	0	1,317,300	0	2,162,200
600 Jorgette Drive Bank Stabilization	120,000	0	120,000	0	155,000
601 Cayuga French Drain Project	0	0	0	0	43,400
Total Budgeted Drainage Projects	2,501,800	51,450	2,668,100	169,781	2,676,600

TOTAL PROJECT EXPENDITURES

2,501,800 51,450 2,668,100 169,781 2,676,600

CAPITAL IMPROVEMENT PROGRAM - 2019 COMBINATION TAX AND UTILITY SYSTEM CERTIFICATES OF OBLIGATION

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
REVENUE SOURCES:					
General Fund Proceeds (\$3 million)	2,626,000	2,710,054	(146,146)	51,398	(2)
General Fund CIP Projects	(2,622,800)	(2,658,656)	0	(51,400)	0
Proceeds Remaining	3,200	51,398	(146,146)	(2)	(2)
Utility Fund Proceeds (\$1 million)	456,200	436,842	282,242	293,665	293,665
Utility Fund CIP Projects	(422,900)	(143,177)	(182,300)	0	(364,000)
Proceeds Remaining	33,300	293,665	99,942	293,665	(70,335)
Less Issuance Cost at Closing	(54,400)	(54,422)	(54,400)	(54,422)	(54,400)
Adjustment to Actual	0	318,120	0	25,483	24,900
Proceeds Remaining	(17,900)	608,761	(100,604)	264,724	(99,837)
Interest Income	15,000	48,935	5,000	2,041	0
Interest Earned From Prior Year(s)	30,000	48,485	95,700	97,420	99,900
Estimated 2019 CO Funds Remaining @ Sept 30	27,100	706,181	96	364,185	63
CIP PROJECTS					
<i>Budgeted Water Projects</i>					
034 Rattlesnake Road Waterline Replacement	147,900	143,177	0	0	0
036 Beeline Drive Waterline Replacement	275,000	0	182,300	0	0
Total Budgeted Water Projects	422,900	143,177	182,300	0	0
<i>Budgeted Wastewater Projects</i>					
037 Beeline Drive Sewer Replacement	0	0	0	0	364,000
Total Budgeted Wastewater Projects	0	0	0	0	364,000
<i>Budgeted Building Improvements</i>					
504 Fire Station #2 Renovation	1,412,800	1,533,481	0	51,400	0
Total Budgeted Building Improvement Projects	1,412,800	1,533,481	0	51,400	0
<i>Budgeted Street Projects</i>					
031 Warrior's Path ROW / Street Reconstruction	1,210,000	1,125,175	0	0	0
Total Budgeted Street Projects	1,210,000	1,125,175	0	0	0
TOTAL PROJECT EXPENDITURES	3,045,700	2,801,833	182,300	51,400	364,000

CAPITAL IMPROVEMENT PROGRAM - CORONAVIRUS FUND

	FY 2020 BUDGET	FY 2020 ACTUAL	FY 2021 BUDGET	FY 2021 ACTUAL	FY 2022 BUDGET
Coronavirus State / Local Relief Fund (ARPA)	0	0	0	0	0
REVENUE SOURCES:					
Coronavirus State / Local Relief Fund (ARPA)	0	0	0	0	3,755,000
Total CIP Projects (detailed below)	0	0	0	0	3,755,000
Estimated CSLRF Funding @ Sept 30	0	0	0	0	0
CIP PROJECTS					
<i>Budgeted Water Projects</i>					
036 Beeline Drive Waterline Replacement	0	0	0	0	440,000
510 Cedar Knob Waterline Upgrade	0	0	0	0	406,500
Total Budgeted Water Projects	0	0	0	0	846,500
<i>Budgeted Wastewater Projects</i>					
401 VFW Lift Station Upgrade	0	0	0	0	50,000
519 Rummel Road Lift Station Upgrade	0	0	0	0	991,000
521 Second Belt Filter Press at Sludge Dewatering Bldg	0	0	0	0	923,500
Total Budgeted Wastewater Projects	0	0	0	0	1,964,500
<i>Budgeted Drainage Projects</i>					
602 Fuller Lane / Tye Valley Cross Drainage Replacement	0	0	0	0	65,000
603 Reconstruct Concrete Drainage Channel - Preswick/Lantana	0	0	0	0	253,600
604 Thoroughbred Estates Drainage Phase 1 (French Drain)	0	0	0	0	625,400
605 Alberta Circle Drainage Improvements	0	0	0	0	0
Total Budgeted Building Improvement Projects	0	0	0	0	944,000
<i>Budgeted Building Improvements</i>					
520 Stairwell and Grating Safety Improvements	0	0	0	0	0
Total Budgeted Building Improvements Projects	0	0	0	0	0
TOTAL PROJECT EXPENDITURES	0	0	0	0	3,755,000