



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Jack Rentz, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, December 19, 2019, at 3:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

1. **Executive Session** - City Council will convene into Executive Session at 3:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

3. **Proclamations:**

- Mayor Williams to Present a Special Proclamation of Recognition

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

4. **Minutes:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on December 5th, 2019 (**Shawna Atkinson**)

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Use of a Portion of the Airport for a Timed Automobile Race **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Airport Lease and Operating Agreement with American Airlines. **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to approve various companies the City typically uses and that may exceed an aggregate expenditure of \$50,000 for each company in FY20 **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the purchase of a Leica RTC360 Laser and Scanner Kit for use in criminal investigations. **(Stan Standridge)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Purchasing (10) Dell Latitude 5420 Rugged Laptops for the Police Department **(Stan Standridge)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Automatic License Plate Readers (ALPR) and a 2-Camera Self-Sustained ALPR Trailer (for interstate operations) with Intelligence-Led Policing Package. **(Stan Standridge)**
11. **Ordinance (First Reading) CUP-2019-11:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from JR Team Holdings LLC, agent Jody Team, for Conditional Use Permit allowing an active outdoor recreation facility (Inc. a community swimming pool) in a Rural Residential (RR-1) zoning district and located specifically at 1722 Aces Trail **(Mike Warrix)**
12. **Ordinance (First Reading) Z-2019-30:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from NuHome Construction of Abilene LLC, agent Barry Fletcher, to rezone property from Agricultural Open Space (AO) to Residential Single-Family (RS-6) District **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2019 Annual Report of Activities for the Development Corporation of Abilene **(Misty Mayo)**
14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Dowtech Specialty Contractors, Inc. for the Ovalo Tank Sediment Removal **(Rodney Taylor)**
15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to N.G. Painting, LP for the Elmdale 0.5 MG Elevated Storage Tank Rehabilitation **(Rodney Taylor)**
16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with Jacob and Martin, LLC for the Lake Fort Phantom Hill Pump Station Improvements **(Rodney Taylor)**
17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Starks Construction Company, Inc. for the Dyess Elementary School 16" Water Line Relocation **(Rodney Taylor)**
18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. **(Robert Hanna)**

19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Lease Agreement with Abilene Heritage Square, Inc. **(Robert Hanna)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers **(Greg McCaffery)**
21. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance establishing the 2020 Standards of Care **(Lesli Andrews)**
22. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Attorney
23. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Secretary

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.

EXECUTIVE SESSION

24. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
12. Maria Ramirez v. The City of Abilene; Cause No. 27880-B, In the 104th Judicial District Court, Taylor County, Texas; filed October 22, 2019

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Allen Ridge Development

RECONVENE

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 13th day of December, 2019, at 4:45 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: Minutes: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on December 5th, 2019 (Shawna Atkinson)

GENERAL INFORMATION

City Council is asked to approve the above-noted minutes.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 12-05-2019 Minutes - Regular - Morning



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Use of a Portion of the Airport for a Timed Automobile Race (Don Green)

GENERAL INFORMATION

Shift S3ctor (pronounced 'sector') is a company that organizes timed auto races on airport runways in the U.S. It has proposed to hold such an event at Abilene Regional Airport, tentatively in November 2020, with the intent of it becoming an annual event.

A Shift S3ctor representative contacted City Staff earlier this year requesting consideration of this event. Staff has discussed this with airport management at another Shift S3ctor event airport as well as an airport with a similar event. Staff has also consulted Federal Aviation Administration, Transportation Security Administration, and airport tenants whose operations may be affected during this event. None of these consultations have resulted in opposition to holding this event with the operational adjustments airport staff proposed. This event will use a similar area with similar operational adjustments as done for Big Country AirFest.

The event is open to the public with admission into the event area to be charged by Shift S3ctor. Local non-profit groups will be asked by Shift S3ctor to provide volunteers for various functions and will earn funds for doing so. Shift S3ctor will also recruit food and beverage vendors, including beer and wine (by TABC-licensed vendors), to be sold in the event area.

The race event will occur over a Saturday and Sunday and the Airport Use Agreement will include the day before and day after the event for setup and cleanup.

Under this agreement, Shift S3ctor is responsible for obtaining satisfactory coverage from the

Police and Fire Departments, as well as Emergency Medical Services providers and will provide required liability insurance coverage.

Shift S3ctor has held a successful similar event at the airport in Colorado Springs, CO for five years and attracts approximately 8,000 spectators. Shift S3ctor will handle all marketing and advertising and will work with Abilene Convention & Visitors Bureau, as they've done in other cities.

SPECIAL CONSIDERATIONS

The agreement is for 2020 with a mutually-agreed option for 2021. If successful, Shift S3ctor would request a longer-term agreement for future similar annual events.

FUNDING/FISCAL IMPACT

The agreement requires a payment of \$8,000 to the airport prior to the event.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to Council at its November 6, 2019 meeting.

ATTACHMENTS:

1. Shift S3ctor Resolution
2. Shift S3ctor Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, ALLOWING FOR TEMPORARY USE OF DESIGNATED AREAS AT ABILENE REGIONAL AIRPORT FOR SHIFT S3CTOR'S REVOLUTION

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport (ABI); and

WHEREAS, Shift S3ctor (pronounced "sector") seeks to host its Revolution auto race event on designated areas of the airport for two days in 2020 and 2021 per the Airport Temporary Use Agreement (Exhibit A); and

WHEREAS, Shift S3ctor and ABI staff will coordinate with Federal Aviation Administration, Transportation Security Administration and affected Airport Tenants to maintain operational capability throughout the event; and

WHEREAS, Shift S3ctor will be responsible for all set up, clean up and repairs to the designated areas and shall hold adequate insurance with the City of Abilene named Additional Insured; and

WHEREAS, Shift S3ctor shall contract and arrange for all portable restroom facilities, food and beverage vendors, including TABC-licensed alcohol service; and

WHEREAS, Shift S3ctor shall pay \$8,000 to the Airport prior to each event under this agreement; and

WHEREAS, the Airport Development Board approved its recommendation at its November 6, 2019 meeting.

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

1. That the Director of Transportation Services is authorized to enter into the Airport Temporary Use Agreement with Shift S3ctor with for one two-day event in 2020 and again, upon mutual agreement, between both entities in 2021.
2. That this Resolution takes effect immediately upon Council approval.

ADOPTED this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Airport Use Agreement for Shift S3ctor Revvolution



- Shift S3ctor (pronounced 'sector') is a company that organizes timed side-by-side auto races on airport runways in the U.S.
- It has proposed to hold such an event at Abilene Regional Airport, tentatively in November 2020, with the intent of it becoming an annual event.
- Airport Staff has discussed this with airport management at another Shift S3ctor event airport as well as an airport with an auto racing event in Texas.
- Staff has also consulted Federal Aviation Administration and Transportation Security Administration and airport tenants whose operations may be affected during this event.
- None of these consultations have resulted in opposition to holding this event with the operational adjustments airport staff proposed.
- This event will use a similar area (shaded in green in the next slide) with similar operational adjustments as done for Big Country AirFest.
- The event is open to the public with admission into the event area to be charged by Shift S3ctor. Local non-profit groups will be asked by Shift S3ctor to provide volunteers for various functions and will earn funds for their organization for doing so.



- Shift S3ctor will also recruit food and beverage vendors, including beer and wine (by TACB-licensed vendors), to be sold in the event area.
- Under this agreement, Shift S3ctor is responsible for obtaining satisfactory coverage from the Police and Fire Departments, as well as Emergency Medical Services providers and will provide required liability insurance coverage.
- Shift S3ctor will handle all marketing and advertising and will work with Abilene Convention & Visitors Bureau, as they've done in other cities.







**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Airport Lease and Operating Agreement with American Airlines. (Don Green)

GENERAL INFORMATION

The City of Abilene and our region are served by American Airlines through its regional affiliate, American Eagle at Abilene Regional Airport. The City has had this service for decades, which offers multiple daily departures and arrivals to Dallas/Ft. Worth International Airport.

American operates its service using office, ticket counter and gate area space in the Airport Terminal under lease from the City.

Airport Staff recently negotiated new lease and use rates and charges and terms that reflect American's current use of the Airport Terminal. Additionally, Staff negotiated a method to charge the airline for certain aircraft diversion events that may require additional Airport staff support for deplaned American passengers.

American has agreed to the new rates, charges and terms. This agreement will be backdated to August 1, 2019 and is effective for three years, plus two additional one-year options upon mutual agreement.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The new rates and charges result in an approximately \$97,000 increase in Airport revenue the first year with Rates and Charges increasing each additional year of this agreement.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted its approval recommendation at its August 14, 2019 meeting

ATTACHMENTS:

1. American Airlines Lease Resolution 12-19-19
2. American Airlines Lease Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS LEASING OPERATING AND OFFICE SPACE AT ABILENE REGIONAL AIRPORT TO AMERICAN AIRLINES, INC.

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, American Airlines, Inc. (American) operates daily scheduled air service from the Airport; and

WHEREAS, American and City have agreed to a three-year lease effective August 1, 2019, with two one-year extension options, if mutually agreed to by both City and American; and

WHEREAS, the Airport Development Board approved its recommendation at its August 14, 2019 meeting.

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

1. That the City Manager is authorized to enter into the Terminal Lease and Operating Agreement with American Airlines, Inc. with an effective date of August 1, 2019.
2. That this lease is for a three-year term, and two one-year extension options upon mutual agreement.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Airport Terminal Lease and Operating Agreement with American Airlines, Inc.



- The City of Abilene and our region are served by American Airlines through its regional affiliate, American Eagle, at Abilene Regional Airport.
- The City has had this service for decades, which offers multiple daily departures and arrivals to Dallas/Ft. Worth International Airport.
- American operates its service using office, ticket counter and gate area space in the Airport Terminal under lease from the City.
- Airport Staff recently negotiated new lease and use rates/charges and terms that reflect American's current use of the Airport Terminal. Additionally, Staff negotiated a method to charge the airline for certain aircraft diversion events that may require additional Airport staff support for deplaned American passengers.



- American has agreed to the new rates, charges and terms. This agreement will be backdated to August 1, 2019 and is effective for three years.
- The agreement also provides for two one-year options upon mutual agreement of the City and American.
- The new Rates and Charges result in an approximately \$97,000 increase in Airport revenue the first year with Rates and Charges increasing each additional year of this agreement.









**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Take Action to approve various companies the City typically uses and that may exceed an aggregate expenditure of \$50,000 for each company in FY20 (Don Green)

GENERAL INFORMATION

Staff requests Council approve a resolution to allow the City to purchase goods and services from the following companies that may exceed \$50,000 in aggregate for each company throughout this Fiscal Year in the normal course of business.

Abilene Equipment Center
Alliance Bus Group
Amsoil
Arrow Ford
ASCO Equipment
B&H Photo Supply
Big Country Supply
Bruckner's Truck Center
BTE Body Company, Inc.
Corley-Wetsel Freightliner
Heil of Texas
Lawrence Hall Chevrolet
Napa Auto Parts
O'Bar Wrecker Service
O'Reilly Auto Parts
Roberts Truck Center
Warren Cat

Western Trailer
Wingfoot Commercial Tire

Individual purchases that meet or exceed \$50,000 will be brought to Council for consideration and approval in accordance with State Law and the City Charter.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Such purchases are typically within the annual operating budget.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY20 Cumulative Purchases Resolution
2. FY 20 Cumulative Purchases Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS APPROVING PURCHASES OF PARTS AND SERVICES WITH VARIOUS VENDORS EXCEEDING FIFTY-THOUSAND DOLLARS (\$50,000) IN FISCAL YEAR 2020

WHEREAS, the City of Abilene has the need to purchase parts and services to repair city vehicles and equipment; and

WHEREAS, the City of Abilene cannot anticipate many purchases in advance and must make such purchases when needed to return its vehicles and equipment to operation in a timely manner; and

WHEREAS, such purchases cumulatively may exceed \$50,000 with a single company throughout FY 2020; and

WHEREAS, such purchases that individually exceed \$50,000 have been and will continue to be brought to Council for prior approval; and

WHEREAS, the City may purchase parts and services from the following companies, each cumulatively exceeding \$50,000 in FY 2020:

Abilene Equipment Center
Alliance Bus Group
Amsoil
Arrow Ford
ASCO Equipment
B&H Photo Supply
Big Country Supply
Bruckner's Truck Center
BTE Body Company, Inc.
Corley-Wetsel Freightliner
Heil of Texas
Lawrence Hall Chevrolet
Napa Auto Parts
O'Bar Wrecker Service
O'Reilly Auto Parts
Roberts Truck Center
Warren Cat
Western Trailer
Wingfoot Commercial Tire

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

PART 1: That City Council approves cumulative purchases exceeding \$50,000 with each of the above-named companies in FY 2020.

PART 2: Individual purchases exceeding \$50,000 will continue to be brought to City Council for approval.

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

ADOPTED this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Vehicles and Equipment Parts and Services Cumulative Purchases Authorization For FY 20



- During the course of each fiscal year City Staff is required to make numerous purchases of materials, services, parts, and equipment from various companies to maintain and repair City vehicles and equipment.
- Many of these purchases are not planned and occur as needed to return the vehicle or equipment to operation.
- This results in cumulative purchases with individual companies exceeding \$50,000 in a Fiscal Year.
- Individual purchases exceeding \$50,000 have been will continue to be brought to Council for approval consideration.



- Cumulative purchases with the following companies may exceed \$50,000 in FY 2020:

Abilene Equipment Center, Alliance Bus Group, Amsoil, Arrow Ford, ASCO Equipment, B&H Photo Supply, Big Country Supply, Bruckner's Truck Center, BTE Body Company, Inc., Corley-Wetsel Freightliner, Heil of Texas, Lawrence Hall Chevrolet, Napa Auto Parts, O'Bar Wrecker Service, O'Reilly Auto Parts, Roberts Truck Center, Warren Cat, Western Trailer, Wingfoot Commercial Tire





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the purchase of a Leica RTC360 Laser and Scanner Kit for use in criminal investigations. (Stan Standridge)

GENERAL INFORMATION

The RTC360 is a scientific instrument that is approved by the National Institute of Justice for use by law enforcement agencies (order granting Daubert Motion, filed 09/30/13). It enables agencies to document and capture environments in 3D, thus improving efficiency in the field and courtroom. The single station scans at 2 million points per second, and in an average of 26 seconds can create a 52 million point-scan that can be used to auto-stitch a crime scene together for testimony and evidentiary purposes. Currently, the APD Forensics Unit takes hours to film, photograph and measure crime scenes, which remain separate items of evidence and do not provide overall crime scene comprehension.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Leica RTC360 would be a lease purchase over five years, with each year costing \$27,016.73. The first year of expenses would be paid using General Capital Project Fund (Accounting Unit: 4005005102, Activity C5005102.01). These dollars were formerly used to

purchase mobile data computers for the Police Department, but the monies were reimbursed by the 9-1-1 Board. They are seized fund dollars.

The total cost for the Leica RTC360 over the five years is \$135,083.67. If the Department elects to renew the lease option, it will receive a new unit at the end of the first lease.

DIR State Contract No. DIR-TSO-3730

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for LEICA RTC360 3D Laser Scanner
2. Leica DIR Quote
3. LEICA RTC360 3D Laser Scanner Purchase

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE A LEICA
RTC360 3D LASER SCANNER.**

WHEREAS, this City Council finds the Police Department's Criminal Investigation Division routinely investigates violent crimes in the City; and

WHEREAS, the Investigation Division currently takes hours to process crime scenes using standard cameras and recorders; and

WHEREAS, the LEICA RTC360 3D Laser Scanner can be operated in minutes, thus saving hours of staff's time, while creating 3D digital images for prosecution of violent crimes.

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

PART 1: The City approves the lease of a LEICA RTC360 3D Laser Scanner from Leica Geosystems, Inc, using DIR State Contract No. DIR-TSO-3730 at \$27,016.73 annually for total cost of \$135,083.67.

PART 2: The City will utilize formerly designated Seized Funds, located in Accounting Unit 4005005102, Activity C5005102.01.

PART 3: The City Manager or his designee is authorized to execute any necessary transaction(s) to lease said police equipment.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Geomatic Resources

2914 W. Story Road
Irving, TX 75038
Tel: 817-691-5328
www.geotx.com

Customer

Company: **Abilene Police Dept.** Address: **4565 S. 1st. Street**
Contact: **Shelley Scott** City: **Abilene**
Email: **shelley.scott@abilenetx.gov** State: **Texas**
Phone: **325-676-6515** Zip: **79605**
Fax: Account:

Dates

Quote Issued: **26-Nov-19**

DIR State Contract No. DIR-TSO-3730

Part Number	Product Description		List Price	DIR Discount	Price	TOTAL
SCANNER AND ACCESSORIES						
6012673	Leica RTC360 Laser Scanner Kit	1	\$ 78,000.00	20.25%	\$ 70,005.00	\$ 70,005.00
6013561	1 yr RTC360 Laser Scanner CCP Basic					
817063	GVP730, Transport Container for RTC360 Laser					
838300	RTC360 Laser Scanner					
799191	GEB361 Lithium Ion Battery					
799187	GKL341, Multicharger Prof 5000					
842065	RTC360 Flash Drive - 256GB					
636767	RTC360 Rain Cover					
6013576	5 yr RTC360 Laser Scanner CCP Silver (Warranty, Firmware Updates, Yearly HW Service)	1	\$ 20,780.00	20.25%	\$ 18,650.05	\$ 18,650.05
865471	GVP736, Backpack for RTC360 Laser Scanner	1	\$ 290.00	20.25%	\$ 260.28	\$ 260.28
842066	GST80, Lightweight Tripod for RTC360 Laser Scanner	1	\$ 1,610.00	20.25%	\$ 1,444.98	\$ 1,444.98
6010779	NIST Calibrated PS Traceable Artifact Bundle	1	\$ 2,495.00	20.25%	\$ 2,239.26	\$ 2,239.26
LEICA PUBLIC SAFETY 3-D SOFTWARE PACKAGE						
864515	Cyclone REGISTER 360 Permanent	1	\$ 16,473.75	20.25%	\$ 14,785.19	\$ 14,785.19
864396	Cyclone PUBLISHER PRO Permanent					
8246185	IMS Map360 v1 (Core software)					
8246187	IMS Map360 v1 Point Cloud Extension					
LEICA PUBLIC SAFETY 3-D SOFTWARE CCP						
6012199	CCP for Leica Cyclone - REGISTER 360 (1 yr)	5	\$ 3,225.00	20.25%	\$ 2,894.44	\$ 14,472.19
6012196	CCP for Leica Cyclone - PUBLISHER PRO (1 yr)					
8246191	IMS Map360 CCP (1 yr)					
8246193	IMS Map360 Point Cloud Extension CCP (1 yr)					
8248701	Enhanced HDS Data Collector--64GB MSI GT73VR Titan426, 17.3" Full HD, Intel Core i77820HK, 16GB DDR4 Memory, 256GB M.2, 1TB HDD, NVIDIA® GeForce GTX 1070 8GB, Windows 10, 2 x 32GB Kit (2 x 16GB) DDR4 2400MHz, PC419200, CL17 1.2V, NonECC, SODIMM Memory Windows 10 Pro 64bit DVD OEM, CASE LOGIC DLC117BLACK, M705 Marathon, 1000dpi, Wireless 2.4GHz, Black, Retail Laser Mouse Standard 1Year Limited Warranty (Includes 1 yr Limited Global	1	\$ 5,410.00	20.25%	\$ 4,855.48	\$ 4,855.48
TRAINING						
6015579	PSG SMART Plan Pro (Year 1)	1	\$ 9,250.00	9.50%	\$ 8,371.25	\$ 8,371.25
5310036	4 days of On-site Training, and:					
5310032	Unlim. Viewing of Pre-Recorded Mat.					
5310033	Unlim. Reg. Sched. Virt. Classroom (HDS)					
5310034	Unlim. Reg. Sched. Virt. Classroom (MSV)					
5310035	Priority Support & Install					

Sub Total: \$ 135,083.67
Shipping: Free shipping UPS Ground \$ 0.00
Taxes: \$ 0.00
TOTAL: \$ 135,083.67

Accepted By: _____

Date: _____

Signature: _____

Order Information

Geomatic Resources Attn: Jason Koehn
2914 W. Story Road Tel: 214-250-4112
Irving, TX 75038 Fax: 413-228-0557
www.geotx.com Email: jkoehn@geotx.com

Terms & Conditions

Offer subject to Leica Geosystems terms & conditions, available at:
https://portal.leicaus.com/US_GT-Cs_of_Sales.txt

Full Software License Agreement:

<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>

LEICA RTC360 3D Laser Scanner

Chief Stan Standridge



Equipment Purchase

- In 2018, the Police Department investigated (642) violent crimes. The Criminal Investigations Division is primarily responsible for all follow-up investigations, and the Forensics Unit is specifically tasked with evidence collection for subsequent prosecution.
- The LEICA RTC360 3D scanner sets up in less than 2 minutes, has all-weather capabilities, and can render crime scenes in as little time as 26 seconds. The software then stitches the images together and creates a 360 degree environment for investigators, prosecutors and involved jurors.



- Includes scanner and accessories
- Includes backpack and tripod
- Includes Public Safety software package
- 5-year lease option with new unit at end of 5 years
- \$135,083.67 total; \$27,016.73 annually
- Will use Seized Funds...no cost to Taxpayers!

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Purchasing (10) Dell Latitude 5420 Rugged Laptops for the Police Department (Stan Standridge)

GENERAL INFORMATION

The Police Department currently uses Dell Latitude 5420 laptops for mobile data computers. The Department needs additional laptops for School Resource Officers, Narcotics and Street Crimes, and Detectives assigned to the Criminal Investigations Division. There is a need for (20), but they will be purchased as funds are available.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost is \$26,630.10, which reflects DIR savings of \$20,089.40. These will be purchased using DIR-TSO-3763. Funds for the actual purchase are former seized funds, which are currently in Accounting Unit 4005005102, Activity C5005102.01.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for Dell Latitude 5420 Rugged Laptops for Police
2. PD 10 touch screen
3. Dell Laptop Purchase for Police

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE DELL
RUGGED LAPTOPS.**

WHEREAS, this City Council finds the Police Department already uses Dell Latitude 5420 Rugged laptops for Police operations; and

WHEREAS, other Divisions in the Department are in need of Dell laptops for investigations; and

WHEREAS, the Dell Latitude 5420 Rugged laptop meets the needs of the Department and comes with a 3-year warranty.

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

PART 1: The City approves the purchase of (10) Dell Latitude 5420 Rugged laptops from Dell, using DIR-TSO-3763 for a total of \$26,630.10.

PART 2: The City will utilize formerly designated Seized Funds, located in Accounting Unit 4005005102, Activity C5005102.01.

PART 3: The City Manager or his designee is authorized to execute any necessary transaction(s) to lease said police equipment.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Savings

\$20,089.40

Subtotal (10)

\$26,630.10

Estimated Shipping

\$0.00

Total

\$26,630.10

✓ You've successfully saved a new eQuote - #3000051049700



Details

PD 10 w/touch
Quote number # 3000051049700

Created November 26, 2019
Expires December 26, 2019
Created by
Ted.Harvey@abilenetx.gov
Authorized buyer Ted Harvey

Billing

Order contact
Ted Harvey,
Dell Contract Code:
C000000006841
Customer agreement number:
DIR-TSO-3763
Phone number: (325) 676-6295
Additional::
Ted.Harvey@abilenetx.gov

Billing information
ACCOUNTS PAYABLE, CITY OF
ABILENE
PO BOX 60, ABILENE, TX, 79604-
0060
Customer number: 103711190
Phone number: (915) 676-6266
Additional::
NOREPLY@DELL.COM

Tax exemption
I am tax exempt

Shipping

Shipping information
Ted Harvey, CITY OF ABILENE
555 Walnut St, Abilene, TX, 79601-
5254
Phone number: (325) 676-6295
Additional::
ted.harvey@abilenetx.gov

Delivery method
no charge delivery

Trade compliance
No, I will not be exporting

Payment method

Items

Quantity

Unit Price

Item total

10

\$4,671.95

\$46,719.50



Latitude 5420 Rugged - Build your own

Discounted unit price: \$2,663.01

Estimated Ship Date

December 13, 2019 - December 17, 2019

Premier discount

-\$20,089.40

Catalog Number: 84 / xctol542014usr

Category	Description	Code	SKU	ID
Dell Latitude 5420	Dell Latitude 5420 Rugged, CTO	G3SUYO4	[210-AQPT]	1
Processor	8th Gen Intel® Core™ i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	GFBY60R	[379-BDHC]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	Microsoft Office 30 Day Trial	GC70FJV	[658-BCSB]	1002
Processor	Intel® Core™ i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	GDLC9ZN	[338-BPTK]	149
Systems Management	No Out-of-Band Systems Management	GRQX26P	[631-ABWH]	49
Memory	16GB, 2x8GB, 2666MHz DDR4 Non-EC	GWL629D	[370-AEVG]	3
Hard Drive	M.2 256GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive	GGURV91	[400-BBTX]	8
LCD	14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	GI2JHQ8	[391-BDVP]	760
Camera	RGB Camera	GW8U47H	[319-BBFN]	379

Category	Description	Code	SKU	ID
Keyboard	Sealed Internal Non-Backlit Keyboard	GDIVQG9	[389-DOPP] [580-AFDC]	4
Driver	Qualcomm® QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Driver	GNL06F1	[555-BEPD]	7
Wireless	Qualcomm® QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	GJP4L5V	[555-BCMWW] [575-BBYW]	19
Mobile Broadband	Qualcomm® Snapdragon™ X20 LTE (DW5821e) Verizon	G5MX46I	[556-BBZJ] [575-BBYX]	114
Primary Battery	3 Cell 51Whr ExpressCharge Capable Battery	GFDTJ5M	[451-BCHG]	112
Power Supply	90W Rugged AC Adapter, 7.4mm Elbow Barrel	GXQ6M2N	[492-BCNQ]	1015
PalmRest	No Fingerprint and No Smart Card	G62G7FM	[346-BEVE] [590-TEYE]	55
Security Software	McAfee® Small Business Security 30 Day Free Trial	GNB49S6	[650-0028]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Second Battery	Dummy Airbay Cover	GFLEPJ1	[325-BDEH]	113
Serial Port	No Additional IO Ports	GDWX5HC	[590-TEYC]	698
Diagnostic CD / Diskette	No Resource Media	G5KFAU6	[430-XXYG]	50
Non-Microsoft Application Software	Dell Applications for Windows 10	GS13FZC	[340-AJPV] [640-BBRG] [658-BCUV]	1003

Category	Description	Code	SKU	ID
Setup and Features Guide 5420	Quick Referene Guide	G0MWH94	[340-CHGB]	60
Documentation/Disks	Safety/Environment and Regulatory Guide (English/Spanish)	GEPGU10	[340-AGIN]	21
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Packaging	Shuttle SHIP Material	GYJ4L1B	[328-BCXL] [340-CKTD]	465
Label	Regulatory Label included	G0637JX	[389-BEYY]	676
Support Tech Sheet and Powercord	No UPC Label	GJTP346	[389-BDCE]	292
Cable	E5 Power Cord (US)	GVGQ43T	[537-BBBD]	20
Processor Branding	Intel® Core™ i5 Processor Label	GS8CVPI	[389-CGBB]	749
Transportation from ODM to region	Standard Shipment	GF6RVZ0	[800-BBGF]	200080
Accessories	Factory Installed Rigid handle for the tied sku	GX931ZA	[540-BCIH]	473
GPS Solutions (Tied)	No Option Included	GKGSY4C	[340-ACQQ]	1409
TAA	No TAA	NOTAA	[340-ACQQ]	97
ENERGY STAR	ENERGY STAR Qualified	GIHL264	[387-BBNJ]	122
Hardware Support Services	3 Years ProSupport with Next Business Day Onsite Service	PN3	[808-6784] [808-6805] [808-6809] [989-3449]	29
Accidental Damage	Accidental Damage Service, 3 Years	AD3	[973-9199]	33
Services - Absolute Asset Tracking/Security (CFI)	Absolute Resilience 3 Years	PRM3	[365-1130] [365-1245] [376-9455]	351

Savings: \$20,089.40

Subtotal (10): \$26,630.10

Savings \$20,089.40

Subtotal (10) \$26,630.10

Estimated Shipping \$0.00

Total \$26,630.10

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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¹Subject to applicable law and regulations.

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Purchase of Dell Laptops

Chief Stan Standridge



Computer Purchases

- The Department seeks the purchase of (10) Dell Latitude 5420 Rugged laptops for use in criminal investigations.
- The laptops will come with 3-year warranties.
- These same laptops are already in use throughout the Department.
- Monies from reimbursed Justice Seized Funds will be used to cover the total cost of \$26,630.10.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Automatic License Plate Readers (ALPR) and a 2-Camera Self-Sustained ALPR Trailer (for interstate operations) with Intelligence-Led Policing Package. (Stan Standridge)

GENERAL INFORMATION

The Department seeks the purchase of two mobile license plate readers (LPRs) for use with south side and north side units. These units would be attached to fleet vehicles with robust magnets. Additionally, the Department seeks the purchase of one self-sustained trailer that is also equipped with LPRs. The trailer would be placed on the interstate or major highways, thereby giving law enforcement greater access to information related to suspects coming into Abilene to commit crimes.

SPECIAL CONSIDERATIONS

The purchase includes commercial data related to license plates captured by Abilene Police, other participating agencies that reciprocate data sharing, as well as tow trucks in our area. This will help identify suspect vehicles involved in crimes as well as recover stolen vehicles. Alerts are sent to law enforcement within seconds via email. The company is currently transitioning to a mobile texting platform. Sister cities that already use LPRs include: Denton, Grand Prairie, Killeen, Wichita Falls, San Angelo, Lubbock, Midland, Odessa and Waco.

FUNDING/FISCAL IMPACT

The trailer cost is \$47,040.61. The two mobile units that will be attached to vehicles cost

\$35,245.44. The total costs are \$82,286.05. Funds reimbursed from the 9-1-1 Board, which are formerly seized funds, will be used for all of the expenses.

These funds are in Accounting Unit 4005005102, Activity C5005102.01.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for License Plate Readers
2. 2019-279 - Abilene PD Original_Intropricing
3. License Plate Readers Purchase for Police

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE LICENSE
PLATE READERS.**

WHEREAS, this City Council finds the Police Department conducts criminal investigations that often span the county and state; and

WHEREAS, license plate readers have been used by agencies to assist with investigations related to many crimes; and

WHEREAS, the Department seeks to purchase two mobile license plate readers and a self-contained trailer with license plate readers to assist with criminal investigations.

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

PART 1: The City approves the purchase of two mobile license plate readers and one self-contained trailer with license plate readers from Millenium Products Inc., using GSA Contract GS-07F-0031W, for \$82,286.05.

PART 2: The City will utilize formerly designated Seized Funds, located in Accounting Unit 4005005102, Activity C5005102.01.

PART 3: The City Manager or his designee is authorized to execute any necessary transaction(s) to lease said police equipment.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Millenium
Products Inc.

Website: <https://milleniumproducts.net>

Email: info@milleniumproducts.net

621 Monte Cristo Blvd
St. Petersburg, FL 33715

Toll Free #: 888-901-7430
Fax: 801-469-7778

CAGE # 3DNW8 DUNS # 102694671 Federal ID # 86-1159194

Quote

Date: 12/4/2019

Millenium Quote #: 2019-279

Millenium Rep: DG



Advantage!

Air Compressors, Generators Light

GS-07F-0231N: Towers, Fuel Tanks & Trailers

GS-07F-5791R: Traffic Safety Equipment

GS-07F-0031W: Surveillance Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote. Orders received not indicating a GSA contract number can be accepted at open market pricing only

To: Abilene PD

Your governmental agency is
eligible for the following GSA
pricing on GSA Contract: GS-07F-0031W

Qty:	Item/Model #:	Item Description:	Unit Rate:	Total GSA Price:
1	VSS-SS-TRL-LPR	2 Camera ALPR Speed Self Sustain Trailer - 520 Watt Mobile LPR Trailer 2-Camera System Software Includes: • Includes CarDetector Fixed LPR Software with TAS Alert Client • Includes Camera control package, Hot-List Management & reporting capabilities • Windows 10 Pro License Hardware Includes: • Custom Built Battery and Equipment Enclosure w/sliding equipment drawer • 3 200 aH sealed batteries • 2 x Vigilant Reaper Cameras • Enclosed Box built into trailer body • Powder-coated and oven-baked • Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 10 64 Bit OS • Cellular Router / modem • Remote Monitoring System • Garmin GPS • External Cell Antenna • 10.1 Inch Keyboard / Monitor • LED Speed Sign • High output solar panels and solar charger This is a custom trailer using the Mini-Surveillancetrailer base w/ Wanco Radar Speed display. The ALPR functionality will remain the same. A larger platform will include 500 watts of solar, 600 ah of batteries.	47,040.61	47,040.61

Total:

Powerful Solutions. Proven Results.

Generators • Portable Light Towers • Traffic Safety equipment • Surveillance Equipment • Fuel Trailers • Air Compressors • License Plate Reader/ALPR Systems • Portable Perimeter Security Fence Systems • Portable Walk-Through Metal Detectors



621 Monte Cristo Blvd
St. Petersburg, FL 33715

Toll Free #: 888-901-7430
Fax: 801-469-7778

CAGE # 3DNW8 DUNS # 102694671 Federal ID # 86-1159194

Quote

Date: 12/4/2019

Millenium Quote #: 2019-279

Millenium Rep: DG

**Advantage!®**

Air Compressors, Generators Light

GS-07F-5791R: Traffic Safety Equipment

GS-07F-0231N: Towers, Fuel Tanks & Trailers

GS-07F-0031W: Surveillance Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote. Orders received not indicating a GSA contract number can be accepted at open market pricing only

To: Abilene PD

Your governmental agency is eligible for the following GSA pricing on GSA Contract: **GS-07F-0031W**

Qty:	Item/Model #:	Item Description:	Unit Rate:	Total GSA Price:
1	VS-ILP-2M3RE	Intelligence-Led Policing (ILP) Package - Vigilant ALPR:Vigilant Data Subscriptions:Tier 2 ILP Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - For 200-500 Sworn - Introductory YEAR 1 Pricing - YEAR 2 renewal at normal rate of \$58,670.00 Quantity = 2 LPR Systems	35,245.44	35,245.44

Total: \$82,286.05

Powerful Solutions. Proven Results.

Generators • Portable Light Towers • Traffic Safety equipment • Surveillance Equipment • Fuel Trailers • Air Compressors • License Plate Reader/ALPR Systems • Portable Perimeter Security Fence Systems • Portable Walk-Through Metal Detectors

Purchase License Plate Readers (LPRs)

Chief Stan Standridge



LPR Purchases

- The Department seeks the purchase of two mobile license plate readers that can be attached to vehicles. Additionally, the Department seeks a self-contained trailer with LPRs that can be left in the right of way on the Interstate and/or local highways.
- The cost for these systems is \$82,286.05. This includes the Intelligence-Led Policing Package, which allows Abilene Police to share and receive data from participating agencies and tow trucks.

LPR Purchases

- Sister cities that already use LPRs include:
 - Denton; Grand Prairie; Killeen; Wichita Falls; San Angelo; Midland; Odessa; Waco; and Lubbock
- Value of having access to LPR data includes, but is not limited to:
 - Stolen car hits; Amber alerts; Attempt to locates from other agencies (ATM thieves, as example); Missing person hits; Violent offender hits; Geo-fencing to assist with apprehension of criminals;

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (First Reading) CUP-2019-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from JR Team Holdings LLC, agent Jody Team, for Conditional Use Permit allowing an active outdoor recreation facility (Inc. a community swimming pool) in a Rural Residential (RR-1) zoning district and located specifically at 1722 Aces Trail (Mike Warrix)

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow an active outdoor recreation facility, specifically limited to only allow a community swimming pool.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of five (5) to zero (0).

The motion to approve prevailed by the following vote:

AYES: Smith, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. CUP-2019-11 Ordinance cover
2. CUP-2019-11 Council Ord Exhibit
3. CUP-2019-11 staff report
4. CUP-2019-11 PZ Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 19th day of December A.D. 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of November, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of January, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of January, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Conditional Use Permit (CUP) to allow an “active outdoor recreation” facility as defined within the Land Development Code, specifically limited to only allow a community swimming pool.

Legal description: Lot 8 in Block A of Lake Rock Trails at Team Ranch Addition in Abilene, Taylor County, Texas



Location: 1722 Aces Trail

-END-

ZONING CASE CUP-2019-11

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: J.R. Team Holdings, LLC

Agent: Jody Team

HEARING DATES:

P & Z Commission: December 3, 2019

City Council 1st Reading: December 19, 2019

City Council 2nd Reading: January 9, 2020

LOCATION:

1722 Aces Trail

Legal description: Lot 8 in Block A of Lake Rock Trails at Team Ranch Addition

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit to allow an “active outdoor recreation” facility as defined within the Land Development Code, specifically limited to only allow a community swimming pool.

BACKGROUND:

In 1983, the subject property was annexed into the City of Abilene at which time the base zoning of Agriculture Open (AO) was applied to the subject property. In January of 2018, City Council approved an ordinance which rezoned the property to Rural Residential (RR-1). In March of 2019, the land was formally subdivided into thirteen single family home sites. In June of 2019, two building permits were issued to begin construction of the initial homes in this community. Since this time, construction of one of these homes has been completed and received a certificate of occupancy in October 2019.

ANALYSIS:

Criteria Analysis:

Staff has reviewed the request based upon the factors established for such review in Section 1.4.3.1, Criteria for Approval, of the Land Development Ordinance. These factors are identified and addressed below:

1. *The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.*

Yes, the proposed use will promote the Comprehensive Plan’s objective of allowing a mixture of land uses integrated within residential districts which will shorten automobile trips and promote pedestrian and bicycle accessibility. Additionally, it will achieve the Comprehensive Plan’s goal for neighborhoods by allowing access to public amenities which benefit surrounding residents.

2. ***The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.***

Yes, Rural Residential districts are intended to encourage a suitable environment for family life while permitting certain facilities (such as a community pool) to be located in residential neighborhoods.

3. ***The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.***

Yes, the proposed use will be compatible with and preserve the character and integrity of adjacent developments and neighborhood.

4. ***The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.***

Yes, the proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic, however it should be noted that a minimum paved parking condition will be required with the development of this community pool to provide onsite parking.

5. ***The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.***

Yes, as a condition for approval restrictions shall be implemented to limit access to only residents in the subdivision. This should eliminate development-generated traffic on Aces trail.

6. ***The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.***

The use of this property as a community pool should not pose any adverse effects or visual impacts. However, it should be noted that conditions should be implemented to limit hours of operation.

7. ***The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.***

Yes, the proposed use meets the standards for the zoning district.

Comprehensive Planning Analysis

The subject property is located within Rural Residential (RR-1) zoning classification. According to the Land Development Code (Section 2.3.2.1), this zoning is designed to protect the residential character of the area by excluding most commercial and other incompatible activities, while encouraging a suitable environment for family life by permitting certain appropriate facilities (such as a community pool) to be located in residential

neighborhoods. This lot is located within a residential area and the proposed use will be an intensity which should not pose any adverse effects or visual impacts that will negatively affect the neighboring residences. Furthermore, the proposed use will accomplish the Comprehensive Plan's goal for neighborhoods by allowing access to public amenities which benefit surrounding residences.

Location	Zoning	Existing Land Use
North	N/A	Lake Fort Phantom Hill
East	RR-1	Vacant Residential Lot
South	RR-1	Vacant Residential Lot
West	N/A	Lake Fort Phantom Hill

Existing Land Use

STAFF RECOMMENDATION:

Staff recommends approval, subject to the following conditions:

CONDITIONS FOR APPROVAL:

1. "Outdoor Recreation (active)" shall be limited to strictly community pool use.
2. Community swimming pool use is restricted to residents or guests of residents within the subdivision.
3. Subscriptions or memberships for use of the community swimming pool by individuals who are not residents of the subdivision shall be prohibited.
4. Community swimming pool hours of operation shall adhere to Neighborhood Office (NO) zoning standards, those being 6:00 AM – 11:00 PM.
5. Paved onsite parking must be provided on the subject property at the time of development.
6. Development of community swimming pool is required to undergo Site Plan Review by the Development Review Committee.

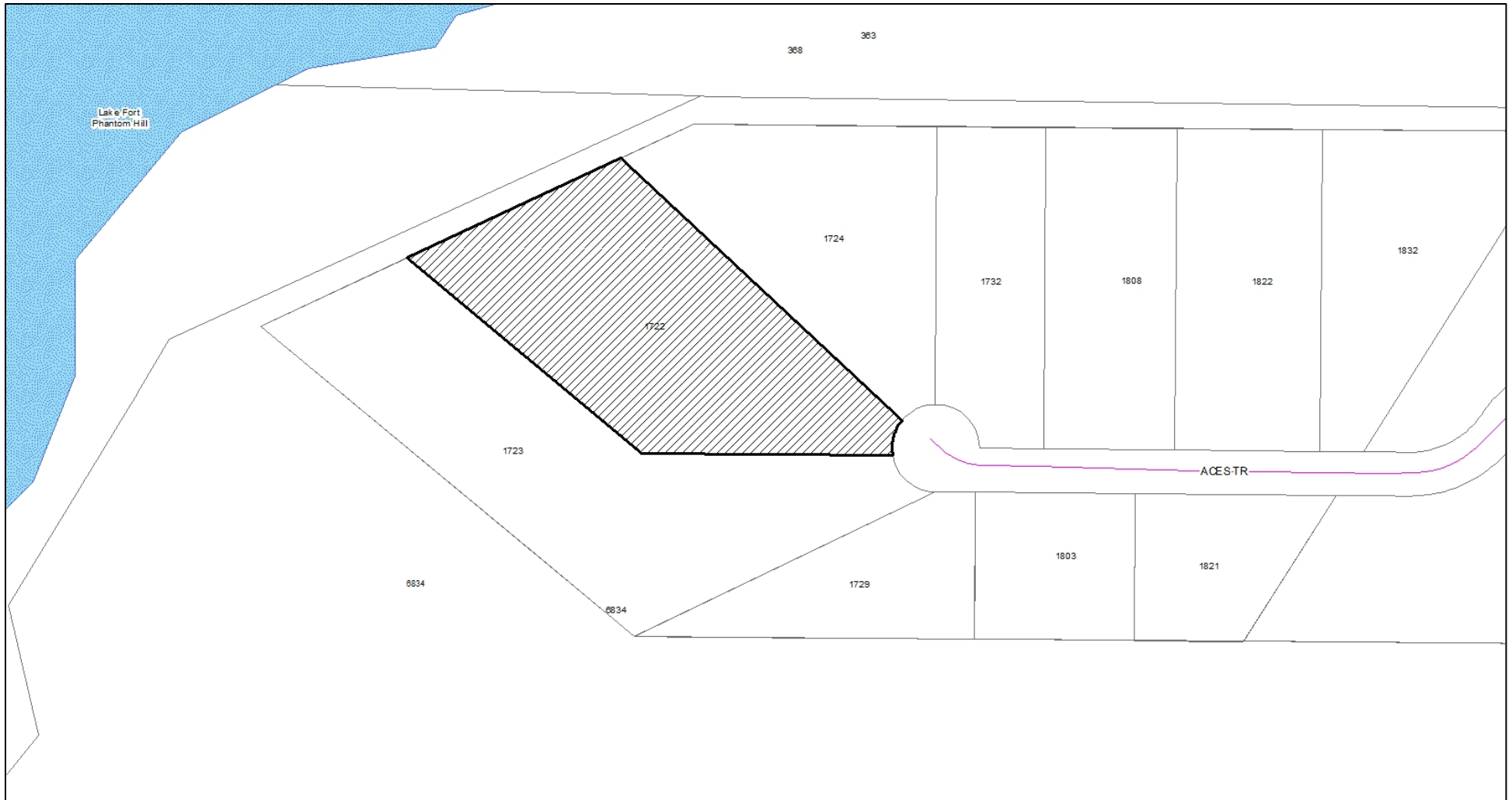
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote five to zero on December 3, 2019.

NOTIFICATION:

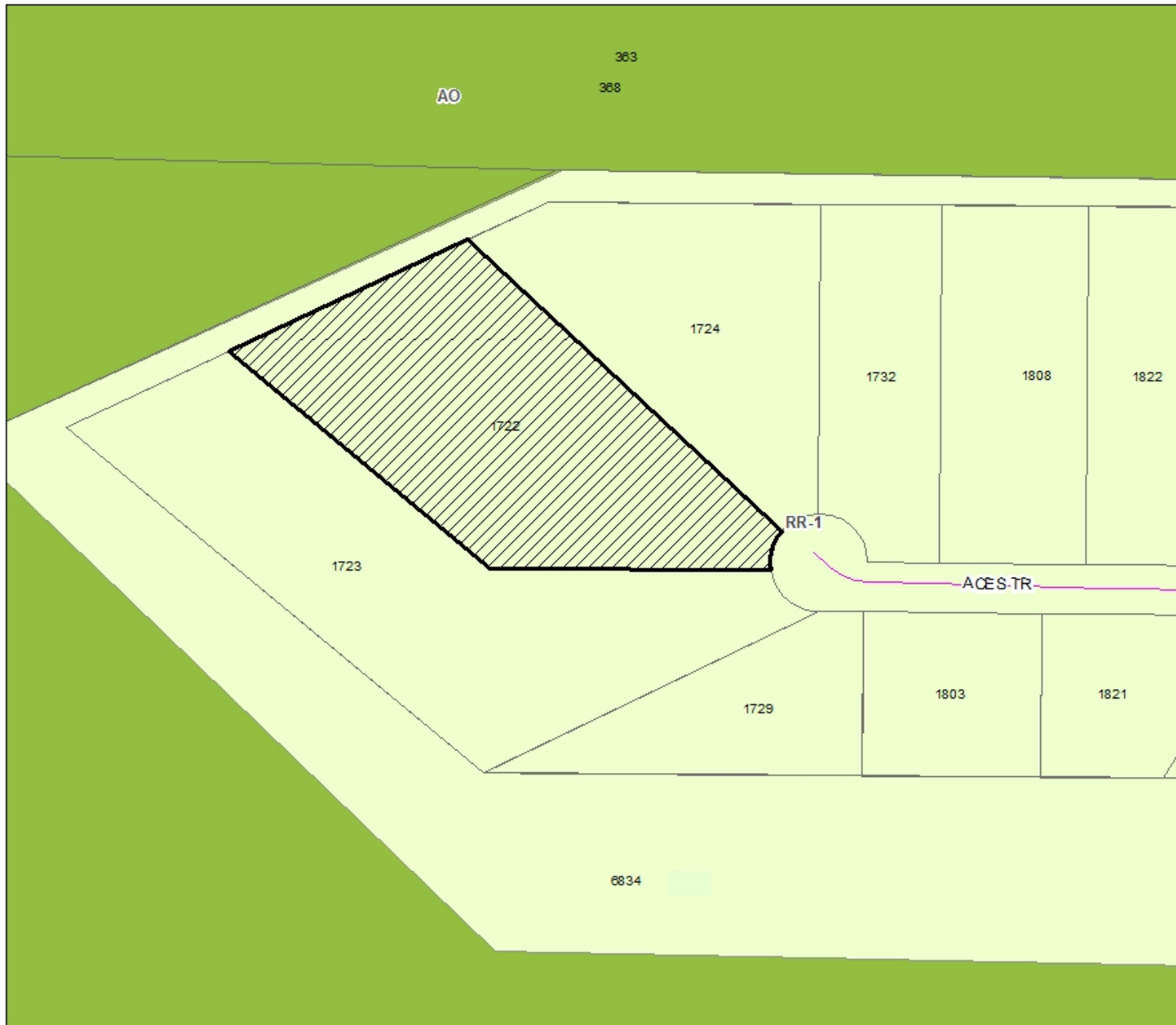
The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ADKINS HAB	1803 ACES TR	
CITY OF ABILENE	368 SEMINOLE RD	
CITY OF ABILENE	363 SEMINOLE RD	
J.R. TEAM HOLDINGS LLC	1723 ACES TR	
J.R. TEAM HOLDINGS LLC	1722 ACES TR	
J.R. TEAM HOLDINGS LLC	1724 ACES TR	
J.R. TEAM HOLDINGS LLC	1732 ACES TR	
J.R. TEAM HOLDINGS LLC	1808 ACES TR	
KOPAS CORY	1729 ACES TR	
RUSSEL ALLEN	6834 E LAKE RD	

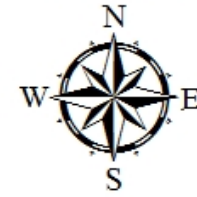


Case: CUP-2019-11
Applicant: J.R. Team Holdings, LLC
Agent: Jody Team
Request: Conditional Use Permit to allow a community pool. (Active outdoor recreation facility)
Location: 1722 Aces Trail
Notification: 0 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval





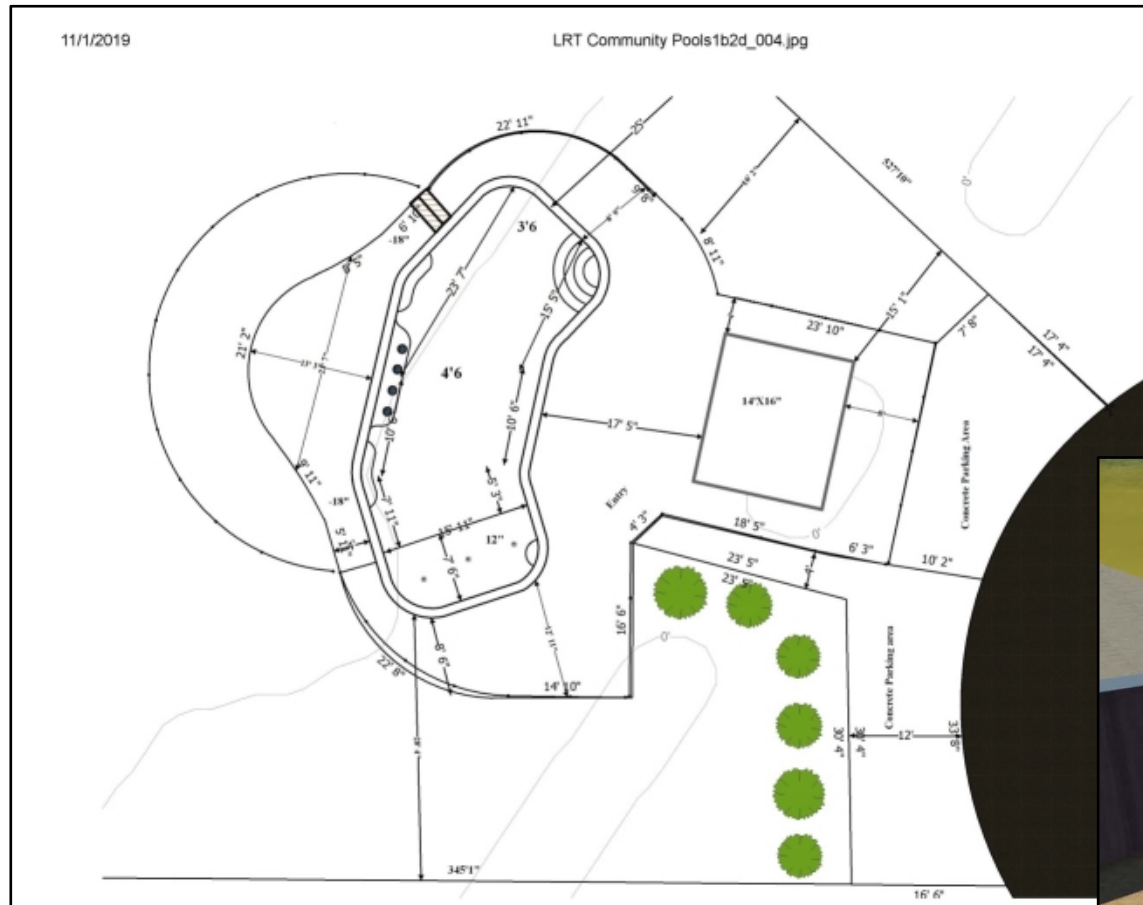
Zoning Map



Legend

-  CUP-2019-11
- AO -
-  Agricultural Open Space
-  RR-1: Rural Residential





Permitted Uses in RR-1 Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- P Recreation – Outdoors (passive)
- C Recreation – Outdoors (active)**

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P** Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P** Urban Garden

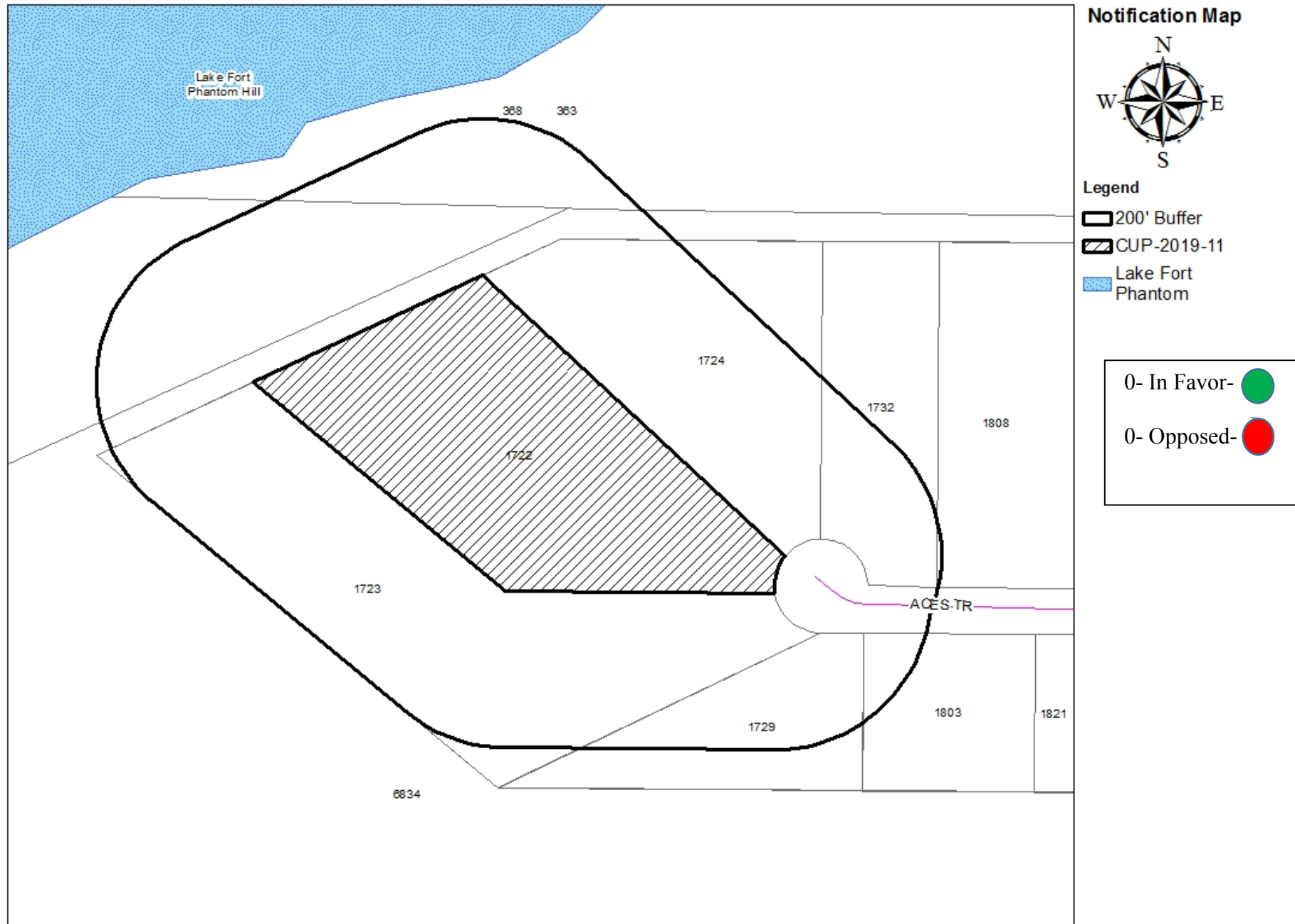
LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





CUP-2019-11 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.1)
- Reviewed Pursuant to Section 1.4.3.1 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (First Reading) Z-2019-30: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from NuHome Construction of Abilene LLC, agent Barry Fletcher, to rezone property from Agricultural Open Space (AO) to Residential Single-Family (RS-6) District *(Mike Warrix)*

GENERAL INFORMATION

The applicant is requesting to rezone vacant property from Agricultural Open Space (AO) to Residential Single Family (RS-6).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of five (5) to zero (0).

The motion to approve prevailed by the following vote:

AYES: Smith, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2019-30 Ordinance_cover
2. Z-2019-30 Council Ord Exhibit
3. Z-2019-30 Council Staff Report
4. Z-2019-30 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 19th day of December, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of November, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of January, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of January, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

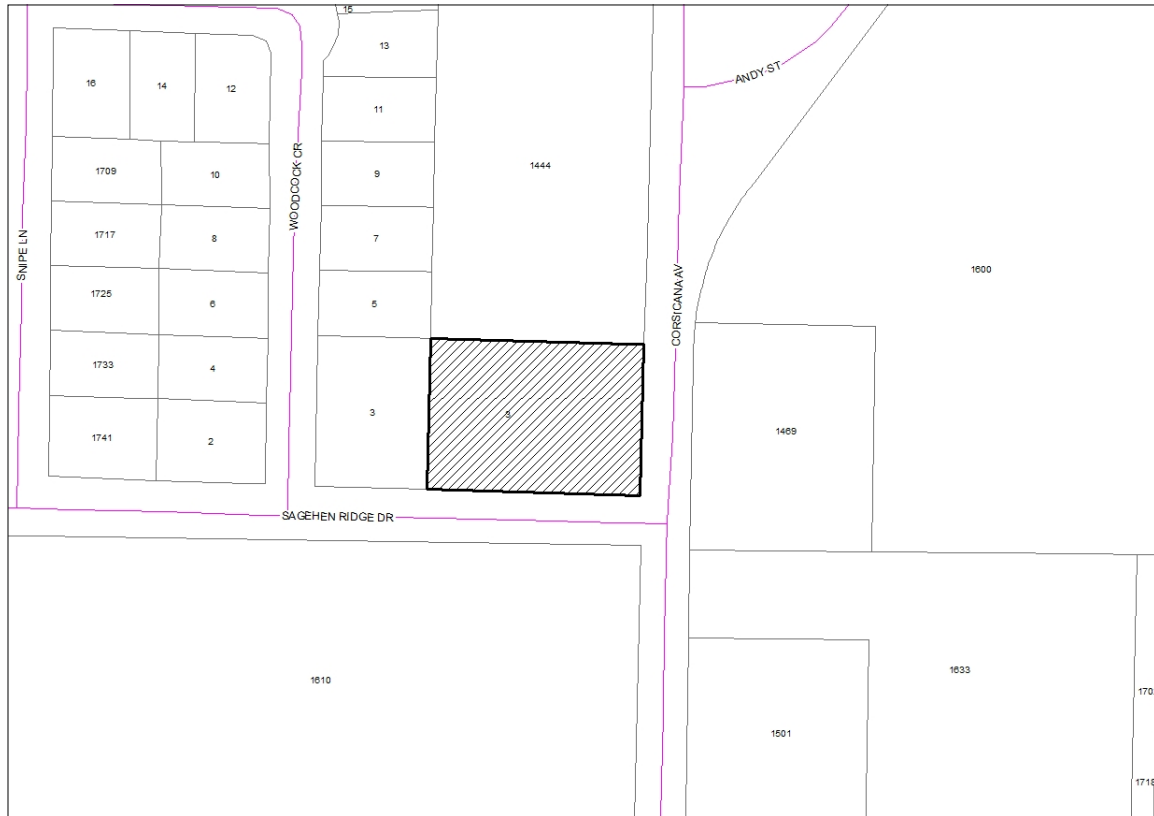
ORDINANCE NO. _____

EXHIBIT A

Rezone vacant property from Agricultural Open Space (AO) to Residential Single Family (RS-6).

Legal description (s):

East 202 feet of Lot 40 in Block G of Quail Park Addition, Section 4.



Location: 0.65 acre at North West corner of Corsicana Ave and Sagehan Ridge Drive. An address will be assigned to this parcel upon replat.

-END-

ZONING CASE Z-2019-30

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: NuHome Constructors of Abilene, LLC.

Agent: Barry Fletcher

HEARING DATES:

P & Z Commission: December 3, 2019

City Council 1st Reading: December 19, 2019

City Council 2nd Reading: January 9, 2020

LOCATION:

- 0.65 acre at North West corner of Corsicana Ave and Sagehan Ridge Drive. An address will be assigned to this parcel upon replat.

Legal description:

- East 202 feet of Lot 40 in Block G of Quail Park Addition, Section 4.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone vacant property from Agricultural Open Space (AO) to Residential Single Family (RS-6).

APPLICATION REVIEW:

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in making a determination regarding requested zoning changes:

- (1) Whether the proposed zoning amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended;**

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area for single family use. The Residential Single-Family (RS-6) District-6 is intended to permit the residential development of detached single-family dwelling units, permitted accessory structures, and appropriate desirable open space on lots of not less than 6,000 square feet in area. This proposed zone change promotes the Comprehensive Plan's goal of protecting the residential character of the included areas by excluding most commercial and other incompatible activities as appropriate while encouraging a suitable environment for family life.

- (2) Whether the proposed zoning amendment will be appropriate in the immediate area of the subject property.**

Currently the property is zoned AO and is undeveloped. Agricultural Open Space zoning is considered a 'holding' zone until the land is ready to be developed. Adjacent properties to the West have been developed with single-family RS-6 homes. The proposed change of zoning to RS-6 would allow for single-family houses to be built in the next section of the Quail Park subdivision which is primarily RS-6. The zone change to RS-6 would be appropriate in the immediate area.

	Zoning	Existing Land Use
North	AO	vacant land
South	AO	Clack Middle School
East	AO	single family residence
West	RS-6	single family under construction

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property has access to an existing water mains and sewer mains. Therefore water and sewer capacity should not be a limiting factor to the development of these properties.

STAFF COMMENTS:

According to the Future Land Use and Development Plan Map of the Comprehensive Plan, this location is designated to provide an option for more dense single-family lots than the other single-family zoning districts in order to serve a range of individual requirements represented by the citizenry of Abilene.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request complies with Section 1.4.1.4 (Criteria for Approval). It is consistent with the General Land Use and zoning character of the immediate area (Section 2.3.2.5 Residential Single-Family), and with the Comprehensive Plan and Future Land Use and Development Plan Maps.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five to zero on December 3, 2019.

NOTIFICATION:

The Planning Services Division sent, with certificate of mailing, public notices to the applicant and to all owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ABILENE BAPTIST ASSOC	3 WOODCOCK CR	In Favor
ABILENE BAPTIST ASSOC	3 WOODCOCK CR	
ABILENE IND SCHOOL DIST	1610 CORSICANA AV	
ABILENE INDEPENDENT	1501 CORSICANA AV	
ADAMS AUSTIN GARRETT	7 WOODCOCK CR	
ANDERSON CLAYTON D	5 WOODCOCK CR	
BARNETT WILL J	1469 CORSICANA AV	
BUMGUARDNER CLINT TR FOR	1444 CORSICANA AV	
CALLAHAN ROBERT L JR	8 WOODCOCK CR	
COURVILLE VICKIE J	2 WOODCOCK CR	
FEASTER BILL B & JERI	4 WOODCOCK CR	
LONE STAR GAS CO	1633 CORSICANA AV	
MC ELYEA PEARLINE ET AL	10 WOODCOCK CR	
NEATHERLIN MATTHEW T	9 WOODCOCK CR	
OBERSCHLAKE JEFF SIMON	11 WOODCOCK CR	
OLVERA RAMIRO REYES JR	6 WOODCOCK CR	
ST JOHNS EPISCOPAL SCHL	1600 SHERMAN DR	

ATTACHMENTS:

- Application
- Site Plan Exhibit
- PowerPoint





Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
 Other: _____

Project Name: 3 Woodcock Cr
 Address: 3 Woodcock Cr No. of lots: 1 Acreage: .6485
 Legal Description: QUAIL PARK SECTION 4, BLOCK G, LOT 40
 Subdivision Name: QUAIL PARK Block: 6 Lot: 40
 Current Zoning: A0 Proposed Zoning (if applicable): RS-6

OWNER AND AUTHORIZATION

Owner Name: NU HOME CONSTRUCTORS OF ABILENE, LLC
 Address: 3449 S. 10th St
 City, State, Zip: ABILENE, TX 79605 Fax: _____
 Phone: 325-721-3999 Email: Barry.NUHOME@GMAIL.COM

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Barry Fletcher will act as my agent before the Planning and Zoning Commission.

Agent Name: Barry Fletcher
 Address: 3449 S. 10th St.
 City, State, Zip: ABILENE, TX 79605 Fax: _____
 Phone: 325-721-3999 Email: Barry.NUHOME@GMAIL.COM

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: 11/12/19

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 Case No.: _____ Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

CURRENTLY ZONED AGRICULTURAL. I AM REQUESTING TO ZONE RESIDENTIAL RS-6.
NUT HOME CONSTRUCTORS WILL BUILD 3 SINGLE FAMILY HOMES ON THE PROPOSED LOTS.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

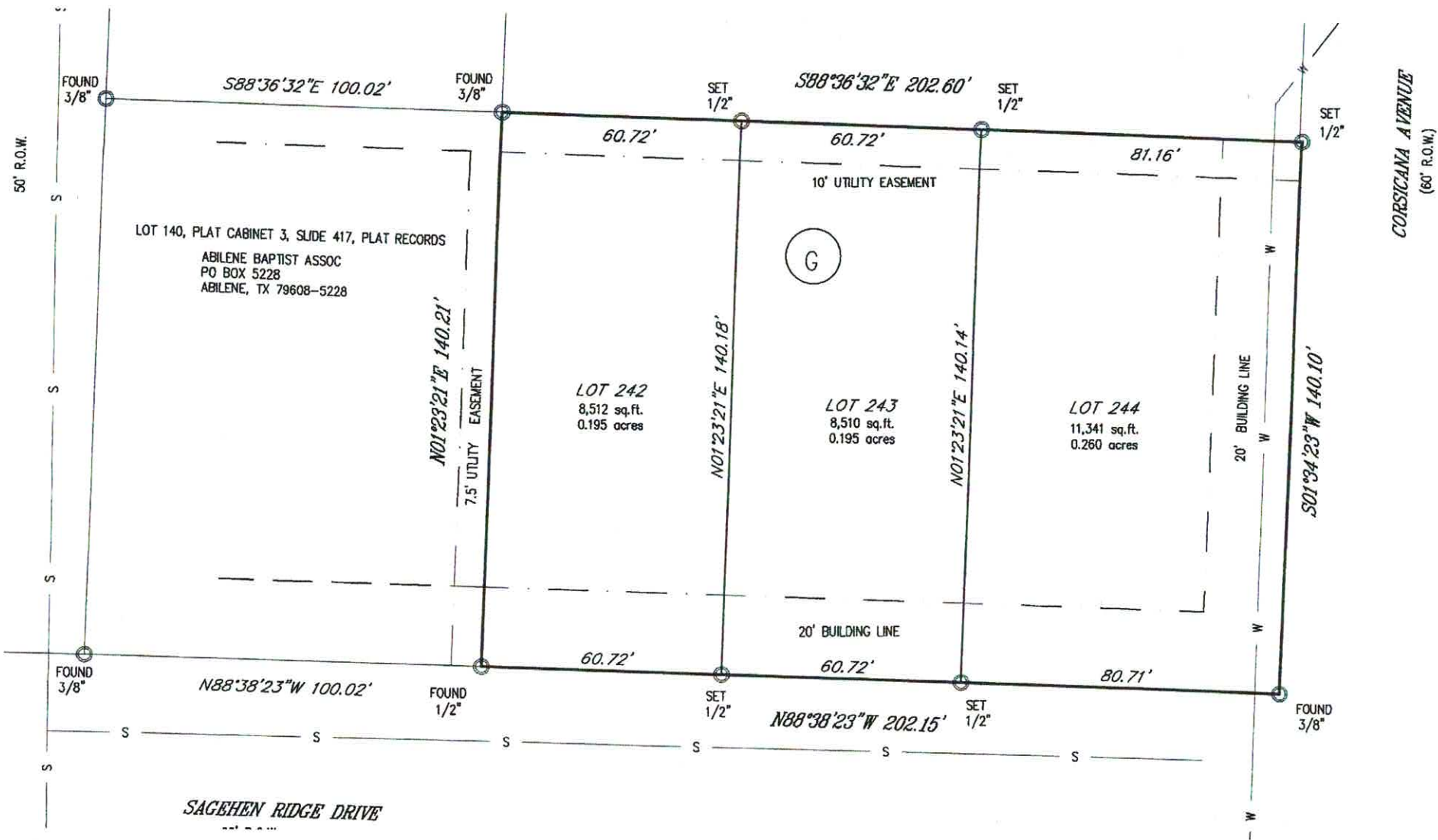
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Don F. Felt DATE: 11/12/19



CASE #: Z-2019-30

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

Name: ABILENE BAPTIST ASSOC
Address: 3 WOODCOCK CR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:



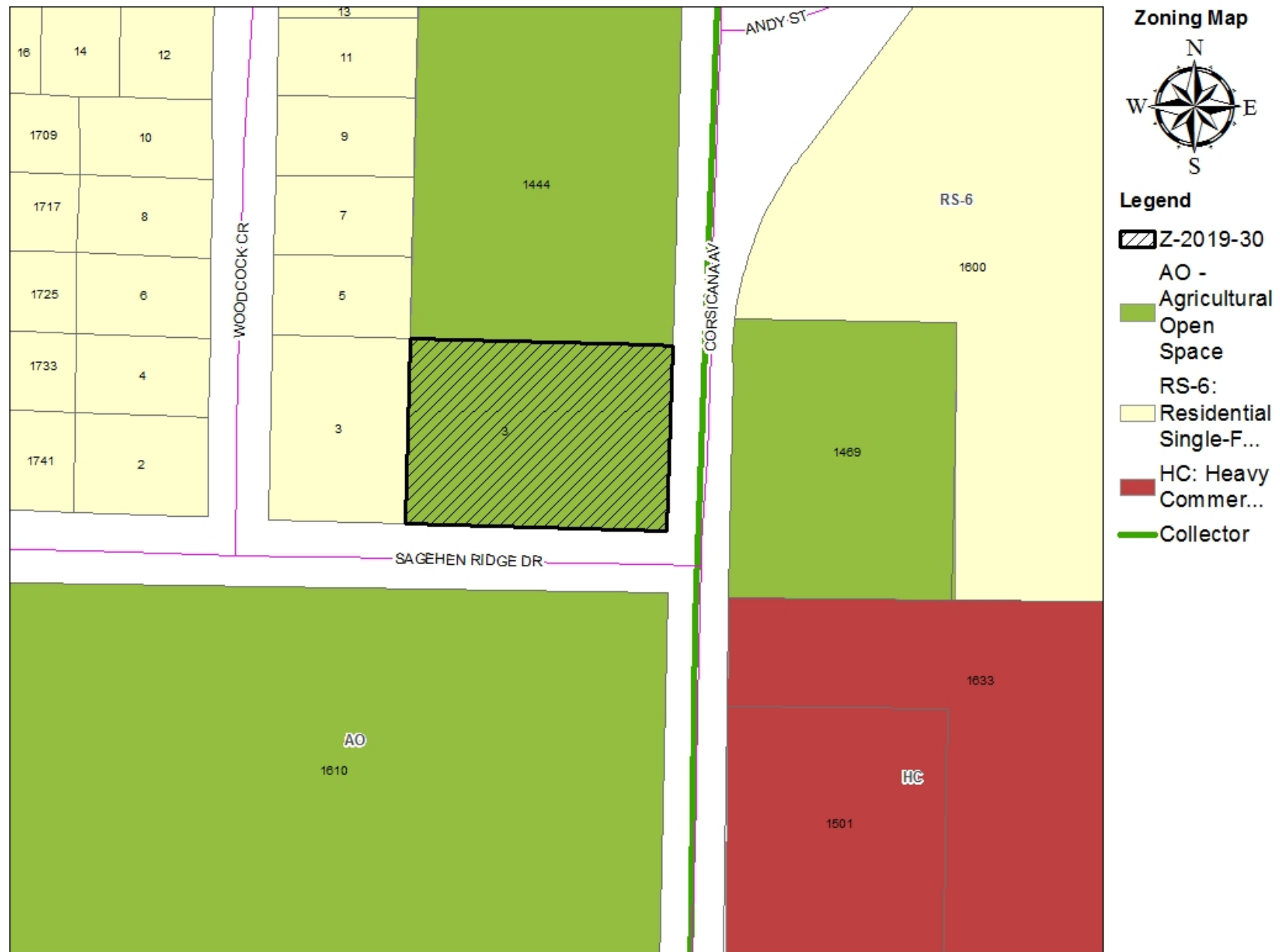
Larry Tarver
Abilene Baptist Association
2058 Marshall / P.O. Box 5228
Abilene TX 79608-5228

DEC 2 AM 10:48

Case:	Z-2019-30
Owner:	NuHome Constructors LLC
Agent:	Barry Fletcher
Request:	Rezone from Agricultural Open Space (AO) to Residential Single-Family (RS-6)
Location:	0.65 acre at Northwest corner of Corsicana Ave and Sagehen Drive
Notification:	1 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval	



Z-2019-30 ZONING MAP



Z-2019-30 VIEWS OF SUBJECT PROPERTY



Z-2019-30 NOTIFICATION AREA MAP



0- In Favor- 
0- Opposed- 



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.5)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Mayor and Members of the City Council

FROM: Misty Mayo

SUBJECT: Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2019 Annual Report of Activities for the Development Corporation of Abilene (Misty Mayo)

GENERAL INFORMATION

The By-laws of the Development Corporation of Abilene, Inc. (DCOA) state that the DCOA is to report its activities regularly to the City Council.

SPECIAL CONSIDERATIONS

This is the thirtieth (30th) annual report submitted by the DCOA since its inception in 1989. The report covers the fiscal year beginning October 1, 2018 and ending September 30, 2019.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

DCOA staff recommends City Council approve by oral resolution the attached FY2019 Annual Report of Activities.

BOARD OR COMMISSION RECOMMENDATION

The DCOA Board of Directors approved the report during its November 22, 2019 meeting.

ATTACHMENTS:

1. Annual Report 2019
2. 2019-12-19 City Council DCOA FY19 Annual Report

Annual Report



ANNUAL REPORT OF ACTIVITIES
OCT. 1, 2018 - SEPT. 30, 2019
WWW.ABILENEDCOA.COM



VISION

Abilene has a growing, dynamic economy that elevates the creativity, skills, and ambitions of its businesses and residents.

DCOA is a nonprofit organization, funded by sales tax revenue, that leads the economic development efforts of the Abilene community.



MISSION

TO USE SALES TAX REVENUE TO EFFECTIVELY STIMULATE ABILENE'S ECONOMIC GROWTH. THIS IS DONE BY ASSESSING THE COMMUNITY'S ECONOMIC DEVELOPMENT NEEDS, DEVELOPING A PLAN TO MEET THOSE NEEDS, COORDINATING COMMUNITY ECONOMIC DEVELOPMENT EFFORTS, AND SUPPORTING TARGETED ACTIVITIES THAT ENHANCE THE QUALITY OF LIFE IN THE COMMUNITY AND MAXIMIZE THE PUBLIC'S RETURN ON INVESTED DOLLARS.

– LETTER FROM THE CEO –

Dear Community Members,

As we celebrate 30 years of existence as an organization, I reflect on the fact that consistency and steadiness are what have brought us here today. I cannot tell you how honored I am to be in Abilene with the opportunity to lead this team as the Chief Executive Officer.

Abilene has the assets to compete. We have placed building blocks over the past 30 years that put us in a position now, more than ever, to accelerate our growth in economic development. Our job at the Development Corporation of Abilene (DCOA) is to have the greatest impact in new, positive growth for the Abilene community, and I can guarantee that exciting opportunities lie ahead.

In the next year, you'll see the DCOA, along with the DevelopAbilene Partners, continue to advance the diversification and growth of the Abilene economy through business development, partnerships, and market strategies to achieve a sustainable

competitive advantage for our community.

The DevelopAbilene team will continue to build on our firm economic development foundation while working toward a new, proactive growth trajectory that will catapult development, increase job opportunities, retain talent, and build wealth in Abilene.

As you read further and reflect on this year's annual report, you'll learn about the accomplishments of the DCOA, along with the impact of the organizations that we proudly partner with in economic development to support our community. These organizations are all #TeamAbilene, part of DevelopAbilene — together we will build upon the traditions of today for a better and more prosperous tomorrow.



Misty Mayo
CEO, Development Corporation of Abilene

ECONOMIC DEVELOPMENT STRATEGIES

The Development Corporation of Abilene (DCOA) commissioned and adopted an economic development strategic plan in 2016 to outline the community's key assets to help position Abilene as top of mind for economic development. The top 10 strategies the DevelopAbilene team works toward are:

01.

MARKET

Aggressively market Abilene as a destination for new investment and employment.

02.

BUILD

Build a deep and highly skilled talent base through development, retention, and attraction.

05.

SUPPORT

Support the growth and prosperity of existing businesses.

06.

DOWNTOWN

Make downtown Abilene a center of employment and investment.

09.

LEVERAGE

Leverage Dyess Air Force Base as a source of talent and as an economic driver.

10.

ENCOURAGE

Launch a community-wide public awareness campaign designed to encourage residents to become ambassadors for Abilene's success.

03.

DEVELOP

Develop an innovation ecosystem that spawns and supports innovative people and businesses.

04.

POSITION

Position Abilene as top of mind for businesses and talent in Dallas/Fort Worth area.

07.

CONNECT

Continue redeveloping the Pine St. Corridor as a central mixed-use artery connecting downtown to the city's emerging education and healthcare district.

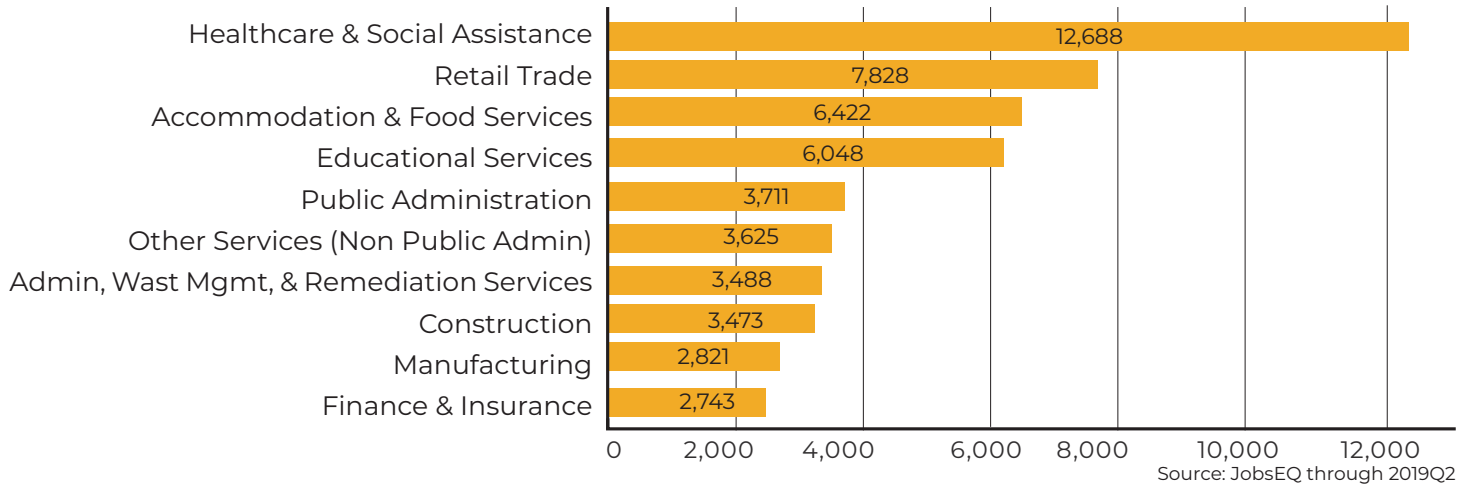
08.

ENGAGE

Engage emerging leaders in economic development and civic affairs.

WORKFORCE

EMPLOYMENT BY INDUSTRIES



1/2 Cent Sales Tax Revenue for Economic Development FY2010 - 2019



Data Source: 1/2 Cent Sales Tax Revenue (City of Abilene)
Fiscal Year: October 1st to September 30th



WEEKLY WAGES

NATION	TEXAS	TAYLOR COUNTY
2018	2018	2018
1,101	1,111	817
2019 (+\$39)	2019 (+\$42)	2019 (-\$1)
1,140	1,153	816

2019 figure Q1 thru Q2 Preliminary
Source: Bureau of Labor Statistics



UNEMPLOYMENT

NATION	TEXAS	TAYLOR COUNTY
2018	2018	2018
3.9	3.9	3.2
2019 (-0.1)	2019 (-0.4)	2019 (-0.2)
3.8	3.5	3.0

Not Seasonally Adjusted. 2019 figure Jan thru Sept Preliminary
Source: Bureau of Labor Statistics



ADDITIONAL ACTION ITEMS

MARCH 2019

- Authorized purchase of 2.552 acres of vacant land in West Abilene located at 5426 N. 1st Street for \$90,000.

APRIL 2019

- Authorized an agreement with the City of Abilene to fund up to \$55,000 to engage Advisory Aerospace to conduct a Phase I Study; a preliminary understanding of aerospace businesses to target for development at the airport, Access Business Park, and Five Points Business Park.
- Approved exercising its option to extend the existing Master Ground Lease for land at the airport where the EASI Hangars and Records/Parts storage building are located.

MAY 2019

- Approved revised funding for the Abilene Chamber of Commerce to contract for 2020 Census in the amount of \$100,000 payable at any time until September 30, 2020.

JULY 2019

- Approved amended assistance for BBP Bird, LP and Tigé Boats to provide for a principal reduction of \$100,000 toward the outstanding balance due under a Promissory Note in the original amount of \$4,000,000. The company plans to invest approximately \$1,000,000 on mold storage building construction, concrete work, additional boat molds, furniture, fixtures and equipment.
- A contract approved with Jacob Martin, LLC for design, construction documents and bidding for the re-roofing of properties located at 1221, 1249 and 1121 Fulwiler Rd. Funds in the amount of \$134,658 were approved to cover the base fee estimated at four percent of construction cost of about \$3M; \$10,000 reimbursable costs and \$4,658 previously incurred expense for roof coring and feasibility study.

DCOA BOARD MEMBERS AND CEO

- New board member Sam Vinson, Nov. 2018
- CEO Kent Sharp's resignation, Dec. 2018
- Charlie Dromgoole as Interim CEO, Jan. 2019
- Misty Mayo, new Chief Executive Officer, Aug. 2019

FOLLOW-UP REPORT

- The DOCA funded \$300,000 to Abilene Christian University Nuclear Engineering eXperimental Testing (NEXT) Lab in a matching grant from an original project approval from 2018.

PROJECT SUMMARIES

01.

FUNERAL DIRECTORS LIFE INSURANCE

Approved financial assistance up to \$1,035,000 for Funeral Directors Life Insurance Co. (FDLIC) in Nov. 2018 to expand headquarters. Expansion will add 30,000 sq. ft. for three fastest growing divisions of the Company: investments, administrative software solutions for companies and technology development and support for funeral business. FDLIC provides finance-related products and services, such as: life insurance, financial services, consulting services and marketing services for the funeral industry.

01.

EXPANSION

Approved a 30,000 sq. ft. expansion to Funeral Directors Life Headquarters to add 70 new jobs to Abilene.

02.

STREET EXPENDITURES

Approved an agreement with the City of Abilene in March 2019 to provide \$8,500,000 over the next five years toward street expenditures. A street expenditure in 2019 of \$1.5 million on the reconstruction of Ridgemont Dr. The remaining funds will be disbursed following a schedule of: years two-four (2020-2022) \$2,000,000 each, and year five (2023) \$1,000,000.

02.

STREET MAINTENANCE

\$8,500,000 over the next five years to assist in the reconstruction of Abilene streets.

03.

FIVE POINTS BUSINESS PARK

- Currently occupied by Zoltek Companies, Inc. under a lease agreement until March 2021.
 - 1121 Fulwiler Rd.
- Building is 60 percent complete on preparations to list building for sale by March 2020.
 - 1221 Fulwiler Rd.
- Building is 60 percent complete on preparations to list building for sale. Old nitrogen plant demolition and clean-up estimated completion by Jan. 2020 and exterior clean-up, repairs and painting estimated completion Feb. 2020.
 - 1249 Fulwiler Rd.

03.

FIVE POINTS

Two buildings almost complete and ready for sale to drive more commercial capital investment.

07.

ANNUAL REPORT

06.

SALE OF 842 & 834 PINE STREET

The Agreement between the DCOA and Texas Tech University Health Sciences Center (TTUHSC) for the operation of the Abilene Vivarium expired on December 31, 2018. The DCOA approved the sale of the structure located at 842 Pine St., known as the Vivarium, with all equipment located inside and the adjacent parking lot (834 Pine St.) to TTUHSC. Estimated value of the building and parking lot is \$770,000 which is the incentive value of the project since no money was exchanged at closing on Jan. 15, 2019. TTUHSC agreed to continue operating the Vivarium for a minimum of two years, continue employing two full-time employees, and meet the applicable requirements for accreditation.

06.

PINE STREET

Continued partners with the Texas Tech University Health Sciences Center that employs 160 people.

05.

BUILDING MAINTENANCE

Project update on the aviation hangars owned by the DCOA. Eagle Aviation employs over 470 Abilenians.

05.

EAGLE AVIATION SERVICES ROOF REPLACEMENT

Roofs on five hangars and one building were damaged as a result of a hailstorm in June 2014. The DCOA owns four of the five hangars, plus a separate building for records and parts storage. DCOA hired Crenshaw Consulting Group to design the new roofs and funding was approved in the amount of \$110,350 for their fee. Two contracts were approved in April 2019 for the roof work: 1) \$1,143,227 to Montgomery Construction, Lorena, Texas for five hangars; and 2) \$433,209 to Roofs, Inc., Lubbock, Texas, for the records and parts storage building. An additional \$60,000 was also approved to repair the lightning protection for the hangars, and an 8 percent contingency for unexpected costs.

04.

DYESS AIR FORCE BASE

Continue to reduce potential conflicts to Abilene's number one employer - Dyess Air Force Base.

04.

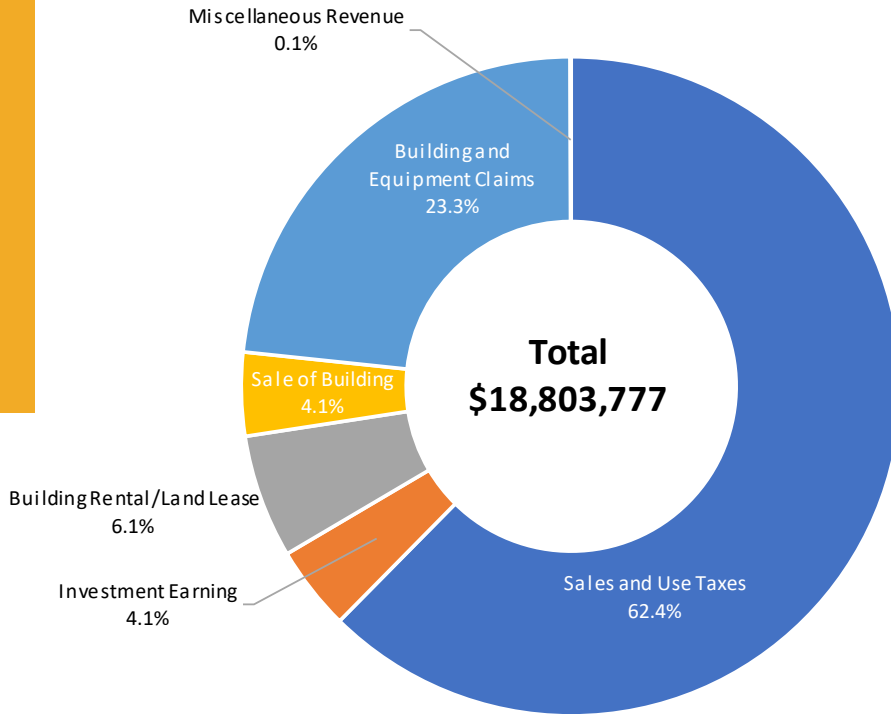
JOINT LAND USE STUDY (JLUS)

JLUS is a joint effort between the community and Dyess Air Force Base (DAFB) to reduce potential conflicts between DAFB and the community; accommodate new growth and economic development, and help sustain economic vitality. Completed and approved by City Council in July 2018; City of Abilene applied for an implementation grant to mitigate the items found in the JLUS to be of concern to DAFB and the DCOA authorized an additional \$55,000 to fund the 10 percent local match required for the additional grant. The DCOA's contribution for the 10 percent local match for the original JLUS approved in December, 2014 was \$15,617.

08.

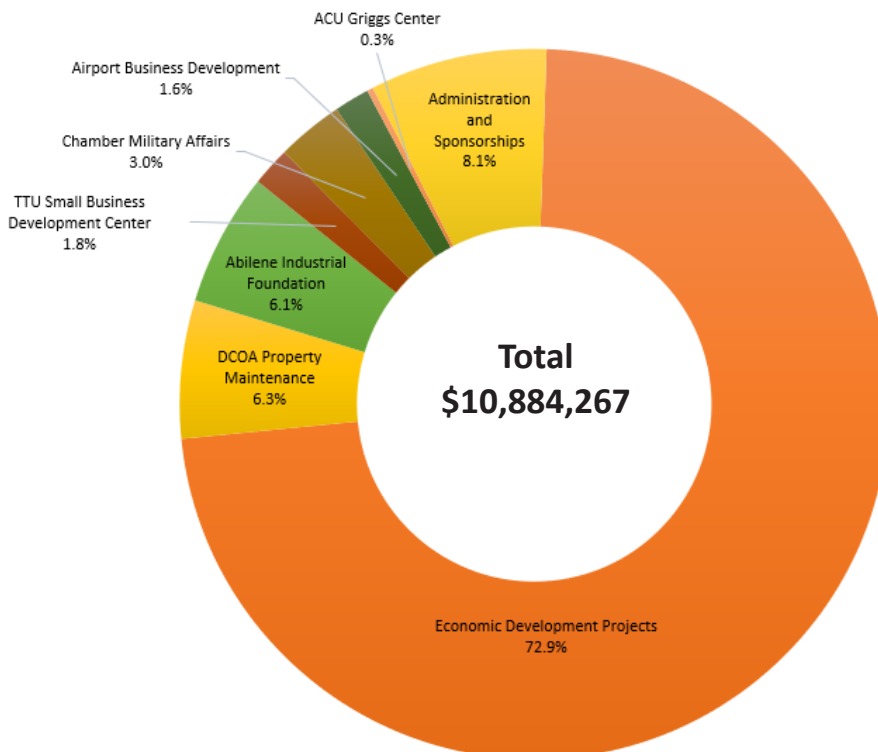
– REVENUE & EXPENDITURES –

FY19 Preliminary



ACTUAL REVENUES

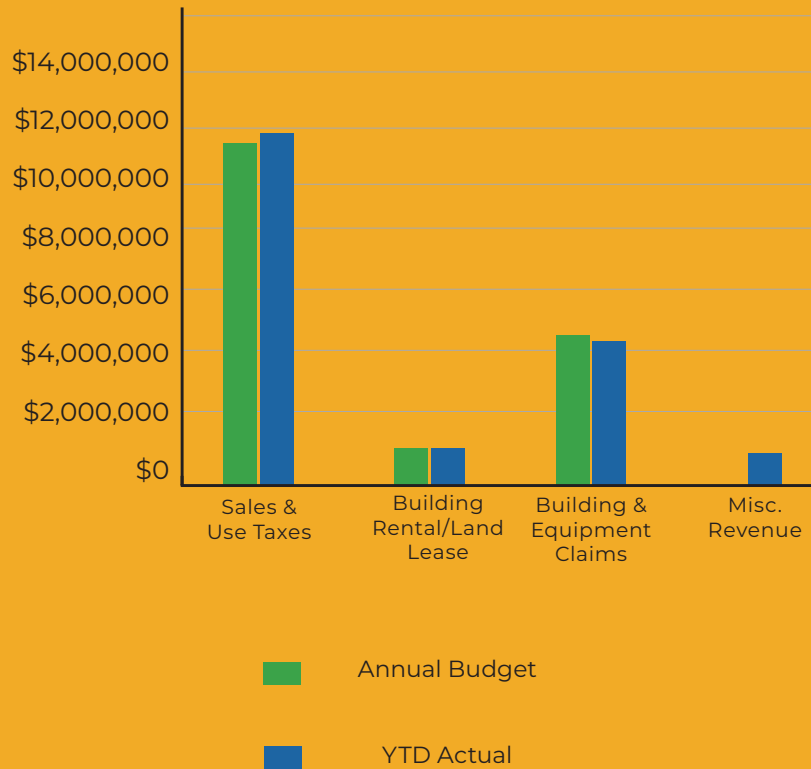
Sales and Use Taxes	\$11,731,008
Investment Earning	\$776,257
Building Rental /Land Lease	\$1,138,997
Sale of Building	\$770,000
Building and Equipment Claims	\$4,378,095
Miscellaneous Revenue	\$9,420
Total Revenue	\$18,803,777



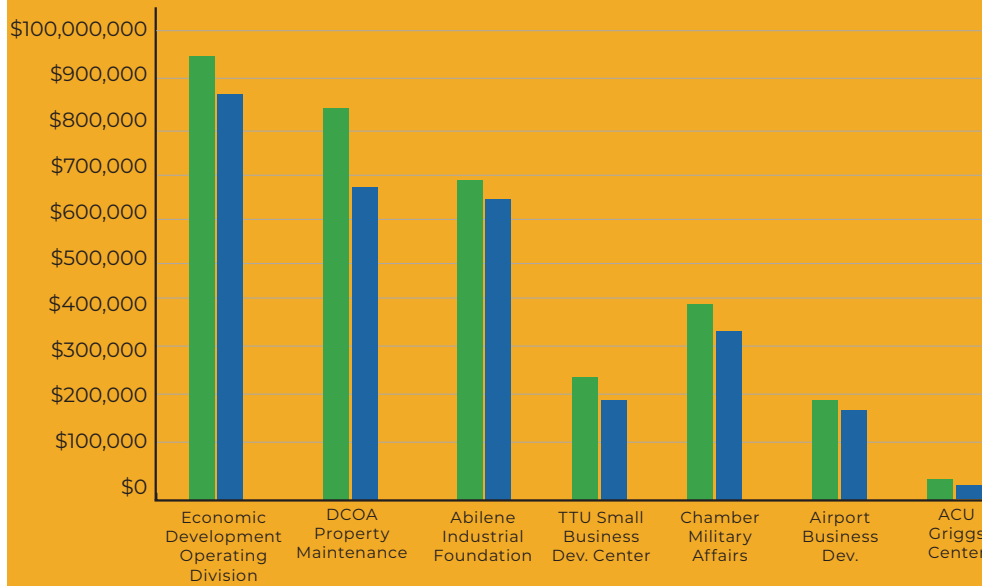
ACTUAL EXPENSES

Economic Development Projects	\$7,932,341
DCOA Property Maintenance	\$683,870
Abilene Industrial Foundation	\$659,724
TTU SBDC	\$192,075
Chamber Military Affairs	\$331,662
Airport Business Development	\$174,530
ACU Griggs Center	\$30,751
Administration and Sponsorships	\$879,314
Total Expenses	\$10,884,267

FY 19 Budget vs Actual Revenue



FY 19 Budget vs Actual Expenses



ABILENE'S TARGET INDUSTRIES



Healthcare



Food Processing



Advanced
Manufacturing



Back Office &
Professional Services

– NET POSITION OF DCOA –

Sept. 30, 2019 & 2018

	September 2019	September 2018
Current Assets:		
Cash and cash investments	\$ 32,039,336	\$ 22,646,452
Accounts receivable	4,466,848	2,606,933
Due from other governments	1,983,177	1,834,074
Prepaid expense	17,800	5,106
Total Current Assets	38,507,161	27,092,565
Noncurrent Assets:		
Notes receivable, net	2,638,480	2,886,267
Notes receivable - earning economic incentives	9,934,211	10,188,383
Capital assets	60,410,934	63,885,149
Accumulated depreciation	(14,132,185)	(15,831,323)
Total capital assets, net	46,278,749	48,053,826
Total Noncurrent Assets	58,851,440	61,128,476
Total Assets	\$ 97,358,601	\$ 88,221,041
Liabilities		
Current:		
Accounts payable	\$ 762,567	\$ 338,803
Accrued expenses	1,789,830	2,606,933
Total Current Liabilities	2,552,397	2,945,736
Total Liabilities	2,552,397	2,945,736
Net Position		
Net Investment in capital assets	46,278,749	48,053,826
Restricted for contractual obligations	14,543,383	11,963,158
Unrestricted, designated for purposes of trust	33,984,072	25,258,321
Total Net Position	94,806,204	85,275,305
Total Liabilities and Net Position	\$ 97,358,601	\$ 88,221,041

Development Corporation of Abilene
Economic Program Status
As of September 30, 2019

Economic Programs:	Project	Amount Budgeted	Prior Years Disbursement	Current Year Disbursement	Balance reserved for budgeted programs
Murf Systems	4998	\$ 237,240	\$ 237,240	\$ -	\$ -
TTU 842 Pine	5308	1,020,231	1,020,231	-	-
TTUHSC School of Nursing	5331	1,884,357	1,614,989	269,368	-
Hangar Doghouses A/E	5348.1	423,000	352,301	-	70,699
EASI De-Fuel Truck	5354	158,360	125,000	23,400	9,960
5 Pts RR Expansion	5363.1	30,800	24,320	-	6,480
BWJ Consulting	5382	614,109	529,109	85,000	-
Coca Cola Refreshments	5387	1,232,712	616,356	616,356	-
Martin Sprocket & Gear	5388	160,000	160,000	-	-
Industrial Maintenance Training AISD	5389	162,154	112,154	18,944	31,056
Lone Star Canvas	5390	10,066	-	10,066	-
Abimar Foods 2015	5391	900,000	600,000	300,000	-
TTUHSC School of Public Health	5393	1,115,104	836,328	278,776	-
Praire Dog Pet Products	5394	-	-	-	-
Broadwind Towers	5400	99,672	-	99,672	-
TSTC New Abilene Campus	5401	4,179,600	579,600	400,000	3,200,000
Donald Hardin, Jr. Service Contract	5405	28,500	25,500	3,000	-
Access Business Park A/E	5406	64,150	64,051	-	99
Access Business Park Ph 1 Development	5406.1	1,258,101	644,506	496,252	117,343
BE In Abl Grant	5407	250,000	-	-	250,000
Dyess-TMPC Grant Match	5408	21,652	-	21,652	-
5 Pts Purchase Zoltek Property	5410	5,065,000	4,897,522	125,768	41,710
5 Pts. Business Park Repairs/Cleanup	5410.1	1,000,000	-	974,169	25,831
Fulwiler Property Re-Roof Design	5410.2	134,658	-	4,658	130,000
BrightFarms/TEX Greenhouse	5412	-	-	-	-
Streetlights - 5 Points	5413	66,978	-	66,978	-
Dyess JLUS	5414	15,617	15,617	-	-
Vine St. Roof Project	5415	1,789,830	1,350	1,734,750	53,730
City Street Maintenance	5416	8,500,000	-	-	8,500,000
ACU NEXT Lab	5417	300,000	-	300,000	-
Abilene Educ Foundation	5418	51,437	-	49,727	1,710
Hardin Simmons Universtiy	5419	250,000	-	250,000	-
842/834 Pine St	5420	4,857	-	4,857	-
Interim CEO	5421	113,777	-	107,065	6,712
N 1st Land Purchase	5422	98,592	-	93,005	5,587
CEO Search Firm 2019	5423	40,000	-	35,937	4,063
Workforce Solutions High Demand Job Training	5424	31,658	-	31,658	-
Airport Roofing Project	5425	1,976,786	-	1,434,949	541,837
FDLIC	5426	1,035,000	-	-	1,035,000
Chamber 2020 Census	5427	100,000	-	26,471	73,529
Airport-Aerospace Cluster Study	5428	55,000	-	24,000	31,000
Ford F350 Pickup	5429	45,878	-	45,863	15
Subtotal Economic Program Obligation Reserve		\$ 34,524,876	\$ 12,456,174	\$ 7,932,341	\$ 14,136,361
Plus Administrative Division Obligations:					
Economic Development Operating Division	Division 2760	940,470	-	879,314	61,156
DCOA Property Maintenance	Division 2775	857,210	-	683,870	173,340
Abilene Industrial Foundation	Division 2775	692,275	-	659,724	32,551
TTU Small Business Dev Center	Division 2775	245,000	-	192,075	52,925
Chamber Military Affairs	Division 2775	397,000	-	331,662	65,338
Airport Business Development Manager	Division 2775	191,993	-	174,530	17,463
ACU Griggs Center	Division 2775	35,000	-	30,751	4,249
Subtotal Administrative Divisions Obligation Reserve		\$ 3,358,948	\$ -	\$ 2,951,926	\$ 407,022
Total reserve for obligated programs					\$ 14,543,383
DCOA Board approved projects waiting for signed contracts:					
JLUS Implementation		\$ 55,000	Expiration Date 12/10/2019		
Staff Retention Bonuses		12,500	11/30/2019		
		\$ 67,500			

SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE YEAR ENDING SEPT. 20, 2018 AND 2019

PRELIMINARY BUDGET BASIS

	September 2019	Fiscal YTD 2019	Fiscal YTD 2018
Revenues:			
Sales and use taxes	\$ 996,654	\$ 11,731,008	\$ 11,385,339
Investment earning	93,951	776,257	531,927
Building rental / land lease	97,222	1,138,997	1,100,645
Sale of Building	770,000	770,000	1,491,496
Building and Equipment Claims	4,378,095	4,378,095	-
Miscellaneous revenue	-	9,420	116,636
Total Revenues	6,335,922	18,803,777	14,626,043
Expenses:			
Economic Development Projects	559,669	7,932,341	11,610,888
Life Sciences property maintenance	-	-	176,204
DCOA property maintenance	90,878	683,870	386,369
Abilene Industrial Foundation	104,656	659,724	588,368
TTU Small Business Development Center	26,494	192,075	202,462
Chamber Military Affairs	85,976	331,662	331,074
Airport Business Development Manager	51,755	174,530	199,802
ACU Griggs Center	1,665	30,751	-
Economic Development Operating Division	68,503	879,314	994,410
Total Expenditures	989,596	10,884,267	14,489,577
Changes In Net Position	5,346,326	7,919,510	136,466
Net Position at Beginning of Period	89,459,577	86,886,393	85,138,839
Net Position at End of Period	\$ 94,805,903	\$ 94,805,903	\$ 85,275,305 A

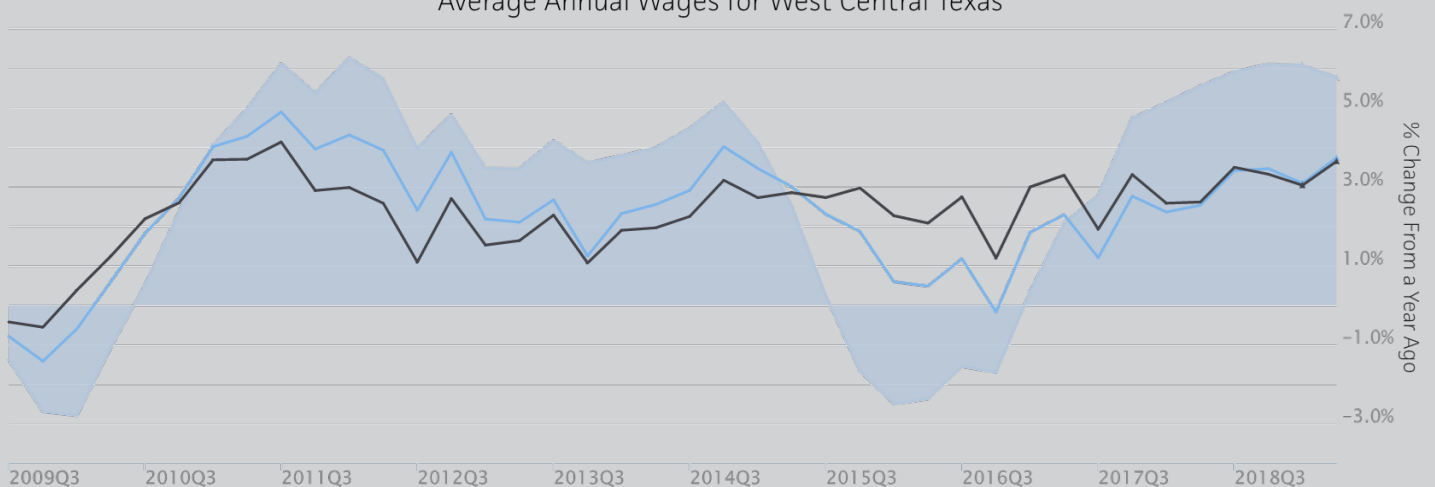
Summary of Current Period Economic Development Projects:

EASI De-fuel Truck	\$	3,900
TSTC New Abilene Campus - Job training		400,000
Dyess-TMPC Grant Match - Dyess Fence		21,652
Vine St. Roof Project		1,542
Abilene Education Foundation - WF Coach		5,778
Interim CEO		5,777
Airport Roofing Project		48,686
Chamber 2020 Census Count		26,471
Ford F350 Pickup		45,863
Total	\$	<u>559,669</u>

A Reconciliation to Beginning Fund Balance - FY19

FY18 Net Position before audit accruals	85,275,305	A
Add: Fixed assets capitalized	5,643,299	
Add: Change in accrued revenue	2,599,019	
Add: Change in accrued expenses	787,148	
Less: Loss on sale of capital assets	(3,527,199)	
Less: Proceeds from sale of capital assets	(2,241,496)	
Less: Depreciation	(1,649,683)	
	<u>86,886,393</u>	

Average Annual Wages for West Central Texas



OUR PARTNERS IN ECONOMIC DEVELOPMENT



IN ORDER FOR THE DCOA TO MEET ITS MISSION FULLY, THE DCOA HELPS FUND ORGANIZATIONS THAT ARE ALL WORKING TOGETHER TO BUILD THE BEST ABILENE. YOU'LL FIND THESE PARTNERS AND THEIR MOST NOTEWORTHY ACCOMPLISHMENTS FUNDED BY THE DCOA HIGHLIGHTED IN THE NEXT FEW PAGES.



MILITARY AFFAIRS COMMITTEE

The Military Affairs Committee works to ensure missions at Dyess, grow current missions, secure additional missions, and enhance the quality of life for Dyess Airmen and families.



ABILENE REGIONAL AIRPORT MARKETING & DEVELOPMENT

The Business Development Program at Abilene Regional Airport's (ABI) goal is to improve air service to grow customer base and more recently, a greater and intentional effort to develop vacant and underutilized airport property for commercial/industrial uses.



SMALL BUSINESS DEVELOPMENT CENTER

A government agency with a mission to help small businesses succeed. We offer free and low-cost services to our clients such as business plan assistance, financial projections, tax information, marketing plans, seminars and workshops and more.



ABILENE INDUSTRIAL FOUNDATION

The purpose of the Industrial Foundation is to promote the growth, development and diversification of the economy in and around Abilene, Texas, by attracting new industries, retaining and expanding existing industries, and supporting the federal, state and military agencies presently located in Abilene.



A PROGRAM OF THE ABILENE CHAMBER OF COMMERCE, THE MILITARY AFFAIRS COMMITTEE IS RESPONSIBLE FOR MAINTAINING RELATIONS WITH DYESS AIR FORCE BASE, KEEPING THE BASE VIABLE, AND PROMOTING THE MISSION OF THE B-1 BOMBER AND C-130J AIRCRAFTS FOR 100 YEARS.

FUTURE HOME OF THE B-21 BOMBER

1,400 + projected jobs with B-21.

Dyess was announced to be home to the B-21 Bomber. Dyess will be the home of the B-21 Weapons Instruction Schoolhouse as well as the B-21 Operation Test and Evaluation Squadron.

100,000

Air and road miles traveled

1080 +

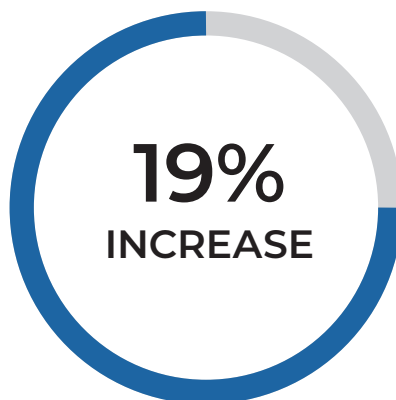
Hours devoted to Pentagon/Hill meetings from MAC leadership

FIVE

Trips to Washington, D.C., to advocate B-21 basing/B-1 sustainment

\$280,000

Defense Economic Adjustment Assistance Grant awarded in State funds for Dyess Air Force Base Advancement.



DYESS ECONOMIC IMPACT ON ABILENE

\$532,556,793 - 2018

\$448,983,189 - 2017



The SBDC- Abilene received full accreditation from the National Association this year. The accreditation is extremely rigid and is partially based on the Baldrige Standards and is a requirement for federal funding from the U.S. Small Business Administration.

CLIENTS SERVED

Business Expansions	3
Currently in Business	37
New Businesses Opened	39
Number of New Clients	213
Total Clients Counseled	434
Number of Counseling Sessions	1,533
Number of Counseling Hours	1,966.25
Capital Formation	\$7,432,645.00

NEW BUSINESS & JOBS

		JOBS
Accommodation & Food	6	91
Arts & Entertainment	3	18
Construction	3	27
Healthcare	3	9
Manufacturing	2	13
Professional/Technical	3	5
Retail	9	29
Service	9	15
Transportation	1	1
Jobs Created New Business	39	208

BUSINESS EXPANSIONS

	JOBS
Professional Collision Equipment	7
Torres Auto Glass	3
IG Country Movers	5
Unique Kids Beds	2
Sockdolager Brewing Co.	0
TOTAL	17

EMPLOYEE UPDATES

Judy Wilhelm has been serving as the Executive Director of the Northwest Texas SBDC program as well as the Regional Director at Abilene. The Regional Director - Abilene is currently being filled.

BOOTS2BUSINESS

Continued service to Dyess AFB is delivered via Boots2Business (B2B) on a monthly basis and one-to-one consulting at the center. The service is for the active duty military and spouses who wish to start a business while at Dyess or as they depart the service. Becky Green is our representative to the B2B events.

WORKSHOPS

Number of Workshops	36
Training Hours	86
Number of Attendees	349

+225 Jobs created through SBDC's work in 2019

BE IN ABILENE

This is the second year for the SBDC participation in the BE in Abilene program. Continued assistance to the funded recipients, as well as preparing the applicants for future programs.

INTERN PROGRAM

The SBDC developed a student intern program and currently supports one student from Hardin-Simmons University.

ACCOMMODATION/FOOD SERVICE	JOBS
El Chico Cafe	41
Little Italy Air Base	3
R Sports Bar & Grill	29
By Grace	5
Maslow Coffee Company, LLC	12
Alison Thiebault	1
TOTAL	91
ARTS & ENTERTAINMENT	JOBS
Gravity's Edge Mobile Rock Climbing	2
Abilene Jump Zone	2
83 Entertainment	14
TOTAL	18
CONSTRUCTION	JOBS
Halligan Services LLC	21
Saul Pax, LLC	1
Black Lion Tile Supply LLC	5
TOTAL	27
HEALTHCARE	JOBS
Restore Wellness Primary Care, LLC	3
Recourage Counselling, LLC	2
Key City Dental Studio	4
TOTAL	9
MANUFACTURING	JOBS
2 Profs Ice Cream	8
Innovative Woodworks	5
TOTAL	13

PROFESSIONAL/TECHNICAL	JOBS
Innovative Communications	3
RIR Safety Solutions	1
PS Drone Productions	1
TOTAL	5
RETAIL	JOBS
Baacks Flowers & More, LLC	12
Jtops USA	3
TBH Ice Cream	1
M&M Convenience Store	2
The Leaf	6
JooJoo Boutique	1
OBD Conversion	1
Sweet Piggy Ceramics	2
Basset Buddies, LLC	1
TOTAL	29
SERVICE ESTABLISHMENTS	JOBS
J&M's Upholstery&Restoration, Inc.	3
Lara Consulting & Services, LLC	1
Legit Heating & Air, LLC	2
Cordell Plumbing	2
Band of Brothers Setup, LLC	2
Heather Delillo	1
Sabrina Cedars	2
The Domain Abilene	1
BTW Landscaping	1
TOTAL	15
TRANSPORTATION/WAREHOUSING	JOBS
Phil 413 Agency	1
TOTAL	1

ABI markets to a 17-county air service catchment area via digital media, radio and print advertisement. The business development program provides the airport the ability to create and facilitate campaigns to attract additional air service while also encouraging local economic growth.



In coordination with DevelopAbilene, selected a Land Use Planning consultant and began this project with a focus on aeronautical and non-aeronautical commercial development of selected areas of the airport.



With the financial support of DCOA, amended the Land Use Planning contract to include a consultant to evaluate the feasibility of bringing additional industrial aeronautical development to Abilene.



Presentations/Events this year include:

- 4 Airport Tours
- 6 Catchment Area Presentations
- 9 Airport Sponsored Events

AIR SERVICE DEVELOPMENT

- Attended Air Service Conference resulting in new air service leads
- Airline Headquarter meeting with strong second airline contender
- Submitted Small Community Air Service Development Program (SCASDP) Grant application to the USDOT (currently awaiting award selection announcement by early 2020)
- Continued on-going conversations

with two additional carriers on pros of the Abilene area

ON-AIRPORT DEVELOPMENT

- Acquired a comprehensive land development consultant to study areas on the airport to strengthen economic development opportunities at the airport

BUSINESS DEVELOPMENT OUTLOOK

- Marketing & Advertising for enplanement growth

- Air Service conference attendance
- SCASDP Grant follow through
- Airline Headquarter meetings to strengthen relationships
- Land Use Development



MARKETING

Publications - Abilene Scene, Travel South, Local Newspapers

Billboards – I20 static, digital in Abilene and Brownwood



SOCIAL MEDIA MARKETING

ABI is spending more intentional dollars on social media platforms.

Facebook: @abileneairport

• 3,946 page followers, ↑ 200 followers

• 35,000 'check-ins', ↑ 3,000 check-ins

Twitter: @abairport

• 1,395 followers, ↑ 100 followers

Instagram: @abairport

• 752 followers, ↑ 250 followers



DIGITAL MARKETING

Radio – Abilene, Snyder, Brownwood, Haskell

Website – December 2018 we launched the new look of iflyabi.com

Digital Advertising – Search Engine Optimization

SPECIAL PROGRAMS & STATISTICS

ABI-VIP Passenger Rewards - The objective is to engage customer loyalty and develop a database of passenger information, giving them the opportunity to subscribe to email communications.

• 2,400 registered members.

ENPLANEMENTS

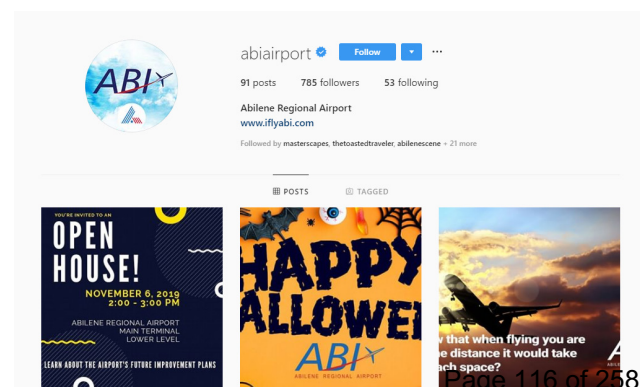
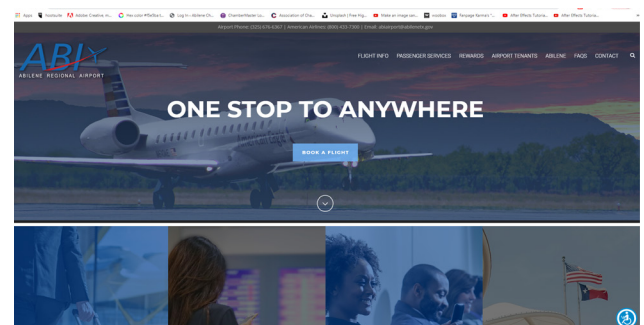
YTD scheduled enplanements are up 5%

REVENUES

- Rental car revenue is down .2%
- Parking lot revenue is up 3.5%
- EASI Parking Revenue Invoiced @ \$0.70

Total Entries: 36,517

Total Value: \$25,561.80





Develop Abilene

Abilene Industrial Foundation

THE ABILENE INDUSTRIAL FOUNDATION (AIF) MADE GREAT STRIDES TO AGGRESSIVELY MARKET ABILENE AS A DESTINATION FOR NEW INVESTMENT AND EMPLOYMENT. THROUGH THE BUSINESS RETENTION EXPANSION PROGRAM, THE AIF CONNECTED WITH PRIMARY EMPLOYERS RESULTING IN SEVERAL POSSIBILITIES FOR LOCAL MANUFACTURERS TO DISCUSS THEIR GOALS FOR GROWTH.



General information, real estate, incentives and new business

166 NEW JOBS FROM EXPANSION

Retained **423** jobs. This year the Business Retention Expansion Program connected with **eight** companies that were considering an expansion of their operations, one of which has already started.

100+

Two manufacturers' luncheons hosted with more than 100 participants.

\$66 M

Driven by the AIF and the Downtown Abilene Initiative to help secure catalytic downtown convention hotel.

PROSPECTS

Year	Leads	Capex	New Jobs	Retained Jobs
2016-2017	15	\$402,000,000	1,430	885
2017-2018	26	\$1,957,000,000	11,745	190
2018-2019	29	\$322,700,000	3,511	724
TOTAL	70	\$2,681,700,000	16,686	1,799

178 JOBS

Direct, indirect and induced from the downtown hotel.



Considered Abilene as
the destination for their
next investment



Generated through
direct contact or by a site
consultant



Projects for new
investment and job
creation



2018 Pathways

2

2019 Pathways

5

Enrollment

82

\$52K

Additional scholarship dollars secured for
NEXTUniversity through Hendrick Auxiliary.

\$ 63 M

Estimated in direct
economic output

\$8.1 MILLION

New investment from local businesses

\$8.6 M

New payroll



The Griggs Center for
Entrepreneurship and
Philanthropy at Abilene Christian
University is a proud partner in
the BE in Abilene program.

Applications

12

Finalists

6

Winners

2

Sockdolager Brewing Company – The \$100,000 investment the
company received through BE in Abilene has been used to purchase
new equipment which will increase their production by an estimated
40 percent.

Unique Kid Beds Inc. – \$100,000 investment the company received
through BE in Abilene has been used to automate a portion of their
production increasing their capacity by an estimated 15 percent.



**40 PERCENT INCREASE IN PRODUCTION BY SOCKDOLAGER BREWING CO.
FROM BE IN ABILENE PROGRAM**

2018/2019

22.

— BOARD OF DIRECTORS & STAFF —

BOARD OF DIRECTORS

John Beckham, President
Jack Rich, Vice President
Vic Corley, Secretary/Treasurer
Seaton Higginbotham
Sam Vinson

STAFF TEAM

Misty Mayo, Chief Executive Officer
Kim Tarrant, Chief Operating Officer
Rick Jones, Director of Facilities
Akane Thaxton, Economic Development Specialist
Cynthia Nesmith, Economic Development Specialist

Development Corporation of Abilene
174 Cypress St., Suite 301
Abilene, Texas 79601

325.676.6390
DCOA@AbileneDCOA.com



Annual Report



MISSION

To use sales tax revenue to effectively stimulate Abilene's economic growth.

DCOA is a nonprofit organization, funded by sales tax revenue, that leads the economic development efforts of the Abilene community.

VISION

Abilene has a growing, dynamic economy that elevates the creativity, skills, and ambitions of its businesses and residents.

ECONOMIC DEVELOPMENT STRATEGIES

The Development Corporation of Abilene (DCOA) commissioned and adopted an economic development strategic plan in 2016 to outline the community's key assets to help position Abilene as top of mind for economic development. The top 10 strategies the DevelopAbilene team works toward are:

01.

MARKET

Aggressively market Abilene as a destination for new investment and employment.

02.

BUILD

Build a deep and highly skilled talent base through development, retention, and attraction.

03.

DEVELOP

Develop an innovation ecosystem that spawns and supports innovative people and businesses.

04.

POSITION

Position Abilene as top of mind for businesses and talent in Dallas/Fort Worth area.

05.

SUPPORT

Support the growth and prosperity of existing businesses.

ECONOMIC DEVELOPMENT STRATEGIES CONTINUED

06.

DOWNTOWN

Make downtown Abilene a center of employment and investment.

09.

LEVERAGE

Leverage Dyess Air Force Base as a source of talent and as an economic driver.

07.

CONNECT

Continue redeveloping the Pine St. Corridor as a central mixed-use artery connecting downtown to the city's emerging education and healthcare district.

10.

ENCOURAGE

Launch a community-wide public awareness campaign designed to encourage residents to become ambassadors for Abilene's success.

08.

ENGAGE

Engage emerging leaders in economic development and civic affairs.

PROJECT SUMMARIES

01.

EXPANSION

Approved a 30,000 sq. ft. expansion to Funeral Directors Life Headquarters to add 70 new jobs to Abilene.

02.

STREET MAINTENANCE

\$8,500,000 over the next five years to assist in the reconstruction of Abilene streets.

03.

FIVE POINTS

Two buildings almost complete and ready for sale to drive more commercial capital investment.

PROJECT SUMMARIES

05.

BUILDING MAINTENANCE

Project update on the aviation hangars owned by the DCOA. Eagle Aviation employs over 470 Abilenians.

04.

DYESS AIR FORCE BASE

Continue to reduce potential conflicts to Abilene's number one employer - Dyess Air Force Base.

06.

PINE STREET

Continued partners with the Texas Tech University Health Sciences Center that employs 160 people.

OUR PARTNERS IN ECONOMIC DEVELOPMENT



ABILENE INDUSTRIAL
FOUNDATION



MILITARY AFFAIRS
COMMITTEE



ABILENE REGIONAL AIRPORT
MARKETING & DEVELOPMENT



SMALL BUSINESS
DEVELOPMENT CENTER

ECONOMIC DEVELOPMENT FOCAL AREAS



01.

Attraction / recruitment –
commercial opportunities

02.

BRE – Business Retention &
Expansion

03.

Entrepreneurial

*Marketing & workforce drive all three

100 DAY PLAN UPDATE

Communications – Relationship Building

Board & Staff Team

Major Stakeholders & Key-Partners

Leadership Goals

Strategic Plan

Management & Operations

Projects/Prospects/Programs Evaluation

Incentive Policies & competitive analysis

Expansion of our Business Retention and Expansion (BRE) initiative

Operations & Financial Management

Branding & Marketing

Comprehensive Branding/Marketing Plan

Customer Centric

One Community – One Team



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Dowtech Specialty Contractors, Inc. for the Ovalo Tank Sediment Removal (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Dowtech Specialty Contractors, Inc. (Dowtech) of Baird, TX in the amount of \$158,600.00 for CB-2017 Ovalo Tank Sediment Removal project (Project). Bids were advertised in the Abilene Reporter News on November 10th and 17th, 2019. Bids were opened on Thursday November 27th, 2019. A total of 3 bids were received. The Project Engineer has evaluated the lowest qualified bidder and does recommend awarding the bid to Dowtech.

SPECIAL CONSIDERATIONS

The Ivie Raw Water Pipeline System includes the Intake Pump Station, the Booster Pump Station and 6.0 million gallon (MG) storage tank, and the Ovalo 10.0 MG terminal storage tank. Each tank accumulates a significant layer of sediment consisting of silt and organic matter on the tank bottom that must be removed occasionally. The sediment removal task is slow and burdensome. The process is further complicated at the Ovalo tank due to the permanently installed geodesic cover. The contractor is responsible for developing and implementing the means of removing the sediment and then transporting it for offsite disposal.

FUNDING/FISCAL IMPACT

Funding for the project will come from the annual operating budget of the Water Utilities

Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Dowtech in the amount of \$158,600 for the Ovalo Tank Sediment Removal project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Awarding Bid-Dowtech Specialty Contracting-Ovalo Tank Sediment Removal-12-19-2019
2. Letter of Recommendation-Dowtech Specialty Contractors-Ovalo Tank Sediment Removal-12-19-2019
3. Contract-Dowtech Specialty Contractors Inc-Ovalo Tank Sediment Removal-12-19-2019
4. Presentation-Award Bid-Dowtech-Ovalo Tank Sediment Removal-12-19-2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO DOWTECH SPECIALTY CONTRACTORS, INC. FOR THE
OVALO TANK SEDIMENT REMOVAL.**

WHEREAS, the City of Abilene (City) owns and operates the Ivie Raw Water Pipeline System that includes the Intake Pump Station, the Booster Pump Station and 6.0 MG storage tank, and the Ovalo 10.0 MG terminal storage tank; and

WHEREAS, over the course of time the Booster and Ovalo raw water storage tanks accumulate a significant layer of sediments on the bottom of the tanks consisting of silt and organic materials, and occasionally the sediment must be removed from the tank bottoms; and

WHEREAS, the removal of the sediments is slow and burdensome, the geodesic dome of the Ovalo tank further complicates the removal process, and a private contractor is better equipped and capable of removing the sediments in a timely manner; and

WHEREAS, the City hired Jacob and Martin, LLC to provide design plans and contract documents, bidding assistance, general supervision, and contract administration for the removal of the sediment; and

WHEREAS, it is recommended that the Abilene City Council award the bid to Dowtech Specialty Contractors, Inc. for the Ovalo Tank Sediment Removal project in the amount of \$158,600.00; and

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

That the Abilene City Council awards the bid to Dowtech Specialty Contractors, Inc. for the Ovalo Tank Sediment Removal project in the amount of \$158,600.00.

ADOPTED this 19th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

December 4, 2019

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: Ovalo Tank Sediment Removal
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On November 27, 2019 the City of Abilene received bids for the Ovalo Tank Sediment Removal Project. Three bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low base bid was \$158,600.00 submitted by Dowtech Specialty Contractors, Inc. of Baird, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to Dowtech Specialty Contractors, Inc. for the base bid amount of \$158,600.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,
Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:					Dowtech Specialty Contractors, Inc.		Bontke Brothers Construction, Inc.		Joe T. Smith, Inc.	
					4703 CR 527		102 College Drive		756 Avenue H	
					Baird, TX 79504		Abilene, TX 79601		Hawley, TX 79525	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total		Unit Price	Total
1	Removal and Disposal of sediment in the Ovalo Tank (estimated volume of 500,000 Gallons)	1	LS	\$ 133,600.00	\$ 133,600.00	\$ 140,000.00	\$ 140,000.00		\$ 161,000.00	\$ 161,000.00
A1	Allowance for work directed and in writing by the City for legitimate Project related issues	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID (Items 1 - A1)					\$ 158,600.00		\$ 165,000.00		\$ 186,000.00	

ADDITIVE ALTERNATE BID

Bid		Est.		Unit	Total	Unit	Total		Unit	Total
Item	Description	Qty.	Unit	Price	Amount	Price	Amount		Price	Amount
A2	A contingency bid item for removal and disposal of additional sludge above the quantity estimated	1	Gal	\$ 0.23	\$ 0.23	\$ 0.20	\$ 0.20	*	\$ 5.75	\$ 5.75
TOTAL ADDITIVE ALTERNATE BID (ITEM A2)					\$ 0.23		\$ 0.20			\$ 5.75

(*) - Extension Error

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Dowtech Specialty Contractors, Inc. of the City of Baird, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as

OVALO TANK SEDIMENT REMOVAL

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

OVALO TANK SEDIMENT REMOVAL

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of One Hundred Fifty-Eight Thousand, Six Hundred Dollars (\$158,600.00).

2. Timely Work. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. Payment. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. No liens. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. Venue. Venue for any legal proceeding is Taylor County, Texas.

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorney's fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. Insurance. The Special Conditions contain specific insurance requirements.
8. Overcharges. The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.
9. Contract Interpretation. Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.
10. Indebtedness to City. Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. Contract Execution. The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.
13. Contract Copies. Each of the two executed copies is an original.

IN WITNESS WHERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Dowtech Specialty Contractors, Inc.

Business Address:

4703 CR 527
Baird, Texas 79504

Gerald Downing
Signature

Gerald Downing
Name - Typed or Printed

President
Title - Typed or Printed

325-893-4684
Business Phone No.

752876279
Federal Tax I.D.#

ATTEST: (If Corporation)

Jo Beth Downing
Corporate Secretary's Signature

Corporate Seal
(if none, write "None") None

CITY OF ABILENE

Robert Hanna, City Manager

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal:

**Resolution Awarding bid to
Dowtech Specialty Contractors, Inc. for the
Ovalo Tank Sediment Removal**



- Award bid to Dowtech Specialty Contractors, Inc.
- Bid amount of \$158,600.00.
- Project is for the removal of the sediment in the Ovalo terminal storage tank and transporting it for offsite disposal.



**Resolution Awarding bid to
Dowtech Specialty Contractors, Inc. for the
Ovalo Tank Sediment Removal.**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to N.G. Painting, LP for the Elmdale 0.5 MG Elevated Storage Tank Rehabilitation (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to N.G. Painting LP (NG) of Kerrville, TX in the amount of \$543,000.00 for CB-2016 Elmdale 0.5 MG Elevated Storage Tank Rehabilitation project (Project). Bids were advertised in the Abilene Reporter News on November 10th and 17th, 2019. Bids were opened on Thursday November 27th, 2019. A total of 11 bids were received. The Project Engineer has evaluated the lowest qualified bidder and does recommend awarding the bid to NG.

SPECIAL CONSIDERATIONS

The Elmdale Elevated Storage Tank was constructed in 1975 to serve far east Abilene. The tank is in generally good shape but it is in need of minor structural repairs due to corrosion and recoating of both the interior and exterior surfaces. The work includes the lead abatement of existing coating materials.

FUNDING/FISCAL IMPACT

Funding for the project will utilize funds from Fund 575 designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff Recommends that the Abliene City Council award the bid to NG in the amount of \$543,000.00 for the Elmdale 0.5 MG Elevated Storage Tank Rehabilitation project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Awarding Bid-NG Painting-Elmdale Elvated Storage Tank Rehab-12-19-2019
2. Letter of Recommendation-NG Painting-Elmdale Elevated Storage Tank Rehabilitation-12-19-2019
3. Contract-N G Painting LP-Elmdale MG Elevated Storage Tank Rehabilitation-12-19-2019
4. Presentation-Award Bid-NG Painting-Elmdale EST Rehabilitation-12-19-2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO N.G. PAINTING, LP FOR THE ELMDALE 0.5 MG
ELEVATED STORAGE TANK REHABILITATION.**

WHEREAS, the City of Abilene (City) owns and operates a public water supply system that includes the Elmdale Elevated Storage Tank (Elmdale EST) located in far east Abilene; and

WHEREAS, the Elmdale EST was constructed in 1975 and is in generally good condition but it is in need of minor structural repairs due to corrosion and the recoating of both interior and exterior surfaces; and

WHEREAS, the City hired Jacob and Martin, LLC to evaluate the condition of the tank and then provide design plans and contract documents, bidding assistance, general supervision, specific inspection tasks, and contract administration for the project; and

WHEREAS, it is recommended that the Abilene City Council award the bid to N.G Painting, LP for the Elmdale 0.5 MG Elevated Storage Tank Rehabilitation project in the amount of \$543,000.00; and

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

That the Abilene City Council awards the bid to N.G. Painting, LP for the Elmdale 0.5 MG Elevated Storage Tank Rehabilitation project in the amount of \$543,000.00.

ADOPTED this 19th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

December 4, 2019

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: Elmdale Elevated Storage Tank Rehabilitation
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On November 27, 2019 the City of Abilene received bids for the Elmdale Elevated Storage Tank Rehabilitation Project. Eleven bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low base bid was \$543,000.00 submitted by N.G. Painting, L.P. of Kerrville, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to N.G. Painting, L.P. for the base bid amount of \$543,000.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,
Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				N.G. Painting, L.P.		Tank Pro, Inc.		Tankez Coatings, Inc.		Maguire Iron, Inc.		Nova Paintings, LLC		CTEX Construction Services, LLC		Classic Protective Coatings, Inc.		Utility Service Company, Inc.		Principle Industrial Services, LLC		TMI Coatings, Inc.		M.K. Painting, Inc.			
				1225 Bandera Hwy. Suite A2		5500 Watermelon Rd.		2221 Loving Ave.		1610 N. Minnesota Ave.		4830 Wilson Rd. Suite 300 PMB115		615 Eleanor Dr.		N7670 State Highway 25		535 Courtney Hodges Blvd.		715 Wesley Ave.		3291 Terminal Drive		4157 Seventh			
				Kerrville, TX 78028		Northport, AL 35473		Ft Worth, TX 76164		Sioux Falls, SD 57104		Humble, TX 77396		Fate, TX 75087		Menomonie, WI 54751		Perry, GA 31069		Tarpon Springs, FL 34689		St. Paul, MN 55121		Wyandotte, MI 48192			
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds and Insurance	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,250.00	\$ 30,250.00	\$ 22,000.00	\$ 22,000.00	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00		
2	Sandblast and Recoat Interior of Tank	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 101,000.00	\$ 101,000.00	\$ 96,500.00	\$ 96,500.00	\$ 79,800.00	\$ 79,800.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 103,500.00	\$ 103,500.00	\$ 92,400.00	\$ 92,400.00	\$ 160,000.00	\$ 160,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00
3	Sandblast and Recoat Exterior of Tank	1	LS	\$ 191,000.00	\$ 191,000.00	\$ 208,889.00	\$ 208,889.00	\$ 241,000.00	\$ 241,000.00	\$ 179,000.00	\$ 179,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 205,858.00	\$ 205,858.00	\$ 350,200.00	\$ 350,200.00	\$ 250,000.00	\$ 250,000.00	\$ 276,000.00	\$ 276,000.00	\$ 480,000.00	\$ 480,000.00	\$ 480,000.00	\$ 480,000.00
4	Lead Abatement for Removal of Exterior Coating	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 19,700.00	\$ 19,700.00	\$ 35,800.00	\$ 35,800.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
5	Provide Full Tank Containment System of the Prevention of Paint Overspray	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 79,300.00	\$ 79,300.00	\$ 85,500.00	\$ 85,500.00	\$ 50,000.00	\$ 50,000.00	\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
6	Structural Repairs and Modifications as listed in Specification Section 13 07 02 Item 3.2	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 63,000.00	\$ 63,000.00	\$ 71,000.00	\$ 71,000.00	\$ 93,550.00	\$ 93,550.00	\$ 130,000.00	\$ 130,000.00	\$ 138,300.00	\$ 138,300.00	\$ 145,850.00	\$ 145,850.00	\$ 97,900.00	\$ 97,900.00	\$ 100,000.00	\$ 100,000.00	\$ 135,000.00	\$ 135,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
7	Removal of existing SCADA controls shed and installation of new fiberglass enclosure for SCADA controls (including concrete foundation and electrical)	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 26,000.00	\$ 26,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,500.00	\$ 26,500.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 53,400.00	\$ 53,400.00	\$ 29,500.00	\$ 29,500.00	\$ 20,000.00	\$ 20,000.00	\$ 28,000.00	\$ 28,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
A1	Allowance for work directed and in writing by the City for legitimate Project related issues.	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID (Items 1 - A1)				\$ 543,000.00		\$ 548,889.00		\$ 554,500.00		\$ 571,850.00		\$ 605,000.00		\$ 653,300.00		\$ 687,858.00		\$ 763,300.00		\$ 765,000.00		\$ 799,000.00		\$ 965,000.00			
Unit Price Items for Additional Work:																											
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A2	A contingency bid item for furnishing and installing unforeseen welding as required for tank repairs complete in place.		Per Hour	\$ 150.00	\$ 150.00	\$ 115.00	\$ 115.00	\$ 200.00	\$ 200.00	\$ 240.00	\$ 240.00	\$ 135.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 200.00	\$ 200.00	\$ 175.00	\$ 175.00	\$ 160.00	\$ 160.00	\$ 190.00	\$ 190.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
A3	A contingency bid item for furnishing and installing unforeseen steel material as required for tank repairs as directed by the City, complete in place.		Per Pound	\$ 5.00	\$ 5.00	\$ 85.00	\$ 85.00	\$ 200.00	\$ 200.00	\$ 10.00	\$ 10.00	\$ 25.00	\$ 25.00	\$ 10.00	\$ 10.00	\$ 75.00	\$ 75.00	\$ 17.50	\$ 17.50	\$ 20.00	\$ 20.00	\$ 24.00	\$ 24.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00

(*) - Extension Error

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and N. G. Painting, L.P. of the City of Kerrville, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as
Elmdale 0.5 MG Elevated Storage Tank Rehabilitation

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

Elmdale 0.5 MG Elevated Storage Tank Rehabilitation

All work shown or specified to be performed in accordance with Abilene Standard Specifications will be completed in conformance with the City of Abilene's Standard Specifications for Construction adopted September 2006.

In consideration of this Work, the City will pay the Contractor the sum of Five Hundred Forty-Three Thousand Dollars (\$543,000.00).

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorney's fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

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7. **Insurance.** The Special Conditions contain specific insurance requirements.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

N. G. Painting, L.P.

Business Address:

1225 Bandera Hwy Ste. A-2

Kerrville, Texas 78028


Signature

Nick Gramatikakis
Name - Typed or Printed

President
Title - Typed or Printed

(830)257-5940
Business Phone No.

74-2539112
Federal Tax I.D.#

ATTEST: (If Corporation)

Don Pults
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Robert Hanna, City Manager

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal:

**Resolution Awarding bid to
N.G. Painting, LP for the
Elmdale 0.5 MG Elevated Storage Tank
Rehabilitation**



- Award bid to N.G. Painting, LP
- Bid amount of \$543,000.00.
- Project is for minor structural repairs due to corrosion and the resurfacing of interior and exterior surfaces.
- Work includes the lead abatement of existing coating materials.



**Resolution Awarding bid to
N.G. Painting, LP for the
Elmdale 0.5 MG Elevated Storage Tank Rehabilitation**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with Jacob and Martin, LLC for the Lake Fort Phantom Hill Pump Station Improvements (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob and Martin, LLC (JM) for the Lake Fort Phantom Hill Pump Station Improvements in the amount not to exceed \$90,000.00. This contract will provide for the preparation of plans and contract documents, bidding assistance, project general supervision, (not RPR), and contract administration.

SPECIAL CONSIDERATIONS

The Lake Fort Phantom Hill Intake Pump Station consists of four pumps each rated at 15 million gallons per day (mgd). Two of those pumps are controlled by variable frequency drive units(VFD) capable of varying pump motor speed to change pump output. The existing VFD units are approximately 20 years old which is well beyond the life expectancy of the components and technology. The replacement pump will be smaller in size and capacity to allow for lower pumping rates, which will greatly improve operational flexibility, which is often needed. JM will work with staff to determine the appropriate capacity of the replacement pump.

FUNDING/FISCAL IMPACT

Funding for the contract will come from the FY2020 annual operation budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with JM for design of the Lake Fort Phantom Hill Pump Station Improvements in the amount of \$90,000.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize PS Contract with JM for LFPH Pump Station Improvements-12-19-2019
2. Contract-PS-JM-Lake Fort Phantom Hill Pump Station Improvements-12-19-2019
3. Presentation-PS Contract-JM-LFPH Pump Station Improvements-12-19-2019

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB AND MARTIN, LLC FOR THE LAKE FORT PHANTOM HILL PUMP STATION IMPROVEMENTS.

WHEREAS, the City of Abilene (Abilene) owns and operates Lake Fort Phantom Hill as a source of supply for its Public Water System; and

WHEREAS, the Lake Fort Phantom Hill Pump Station consists of four large pumps utilized to pump raw lake water to each of the Grimes Water Treatment Plant and the Northeast Water Treatment Plant, and the pump station also includes two variable frequency drive (VFD) units to allow the operator to vary the pump output of two of the four pumps; and

WHEREAS, the existing VFD units are about 20 years old, which is well beyond the design life expectancy, the components and technology are becoming obsolete, and replacement of the VFD units is necessary in order to restore reliability to the pumping system; and

WHEREAS, replacing one large pump with a smaller size unit is needed to balance low flow volume output with the utility system's treated water demands during a large part of the year; and

WHEREAS, the professional services contract with Jacob and Martin, LLC for the Lake Fort Phantom Hill Pump Station Improvements will provide for proper pump sizing and for the preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration in the amount not to exceed \$90,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob and Martin, LLC for the Lake Fort Phantom Hill Pump Station Improvements in the amount not to exceed \$90,000.00.

ADOPTED this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This contract, dated the _____ day of _____, 2019, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob & Martin, a LLC organized under the laws of the State of Texas ("Consultant").

The City is engaged in Lake Fort Phantom Hill Pump Station Improvements and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. FACILITIES

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The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.



IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Consultant" includes the person, corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, or another entity over which the Consultant exercises control.

The Consultant is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant's employees while in the vicinity where the work is

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being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Consultant.

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant or City. The City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Consultant must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Consultant must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

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(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>X</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	

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___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XII. TERMINATION

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XIV. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City – ATTN:
Rodney Taylor
P.O. Box 60
Abilene, TX 79604

Consultant – ATTN:
Kirt Harle
3465 Curry Lane
Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

KH

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

Consultant agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not City -- must verify eligibility for employment as required by IRCA.

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

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Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

KH

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

A handwritten signature, possibly reading 'KH', is located in the bottom right corner of the page.

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

CONSULTANT

By: 

Name: Kirt Harle

Title: Vice President

Address: 3465 Curry Lane
Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (if available)

SCOPE OF SERVICES

Consultant shall provide engineering services for design and construction administration for replacement of two variable frequency drives (VFD) and one raw water pump at the Lake Fort Phantom Hill Raw Water Pump Station.

A. Design Phase (to be completed within 3 months from the date of contract execution)

- 1.) Engineer shall attend project meetings as requested by the Owner and/or Engineer.
- 2.) Engineer shall prepare detailed specifications, contract drawings and plans for bidding and constructing the project. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval.
- 3.) Engineer shall prepare detailed cost estimates, which shall include summaries of bid items and quantities which will be based wherever practical on the unit price system of bidding.
- 4.) Engineer shall furnish to the Owner two (2) hard copies and one (1) electronic copy of plans and specifications for review by City personnel.
- 5.) Engineer shall finalize plans and specifications based on City comments and provide Owner two (2) hard copies and one (1) electronic copy of final plans and specifications.

B. Bidding Phase (to be completed within 5 months from the date of contract execution)

- 1.) Engineer shall assist Owner in the advertisement of the project for bids.
- 2.) Engineer shall attend pre-bid meeting.
- 3.) Engineer shall issue addendums as required during bidding process.
- 4.) Engineer shall assist the owner in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all bids received.
- 5.) Engineer shall assist in the preparation of formal Contract Documents for the construction of the project.

C. Construction Phase (to be completed within 12 months from the date of contract execution)

- 1.) Engineer shall conduct pre-construction meeting for project.
- 2.) Engineer shall make periodic visits to the site (as distinguished from the continuous services of a Resident Project Representative described in subparagraph (6) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; the Engineer will not be responsible or liable in any degree for the Contractor's failure to perform the work in accordance with the Contract Documents. During visits to the construction site and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the extent of the progress of the work, and advise the Owner of material or substantial defects and deficiencies in the work of the contractors which are discovered by the Engineer or brought to his attention in the course of construction, and may, on behalf of the Owner, exercise whatever rights the Owner may have to disapprove work and materials as failing to conform to the Contract Documents.
- 3.) Engineer shall consult and advise the Owner, issue all instructions to the Contractor requested by the Owner, and prepare routine change orders and/or field orders as required.
- 4.) If specifically authorized by the Owner, Engineer shall furnish the services of a Resident Project Representative (RPR) and other field personnel for daily on-site inspection of construction.
- 5.) Engineer shall review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- 6.) Engineer shall process pay requests.
- 7.) Engineer shall conduct in company of the Owner and Contractor a pre-final inspection of the project and issue a punch list of items to the Contractor.
- 8.) Engineer shall conduct in company with the Owner a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

- 9.) Engineer shall review contract drawings with Contractor and Owner to show the work as actually constructed and furnish two (2) hard copies and one (1) digital copy of the record drawings to the Owner.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(Time & Expense per the attached Rate sheet) per hour not to exceed \$90,000.00.

Professional must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

OPTION 2

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

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INTEGRITY
EXCELLENCE
TRUST

FEES FOR PROFESSIONAL SERVICES

Principal Engineer	\$ 200.00
Licensed Architect-1	170.00
Licensed Architect-2	140.00
Architectural Associate	100.00
Registered Professional Engineer-1	175.00
Registered Professional Engineer-2	145.00
Engineer-in-Training (E.I.T.)	110.00
Engineering Technician-1	100.00
Engineering Technician-2	80.00
Engineering/Architectural Intern	45.00
Environmental Coordinator	100.00
Environmental Technician	65.00
GIS Technician-1	100.00
GIS Technician-2	70.00
CAD Draftsman-1	90.00
CAD Draftsman-2	70.00
Registered Professional Land Surveyor	145.00
Surveyor-in-Training (S.I.T.)	90.00
Resident Project Representative-1	90.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	110.00
Resident Project Representative-2	75.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	90.00
Licensed Water/Wastewater Operator	75.00
Clerical-1	60.00
Clerical-2	50.00

FIELD WORK

1-Man Crew or Technician	\$ 80.00
2-Man Crew	130.00
3-Man Crew	150.00
GPS Equipment	60.00
Robotic Total Station	50.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2019



325.695.1070
817.594.9880
806.368.6375



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606

1508 Santa Fe, Suite 203
Weatherford, TX 76086

1014 Broadway
Lubbock, TX 79401

TBPE Firm # 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 - Abilene

TBPLS Firm #: 10193992 - Weatherford



INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	175.00
Materials Technician Service Time		60.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		75.00
Pier Observation, Hot Mix, Reinforcing Steel		75.00
Overtime (Weekends, Holidays or before 8 am or after 5 pm)		80.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	25.00
Client Made Cylinder	30.00
Entrained Air Content Test	30.00
Slump Tests, when cylinders are not made	18.00
Concrete Mix Design	650.00
Concrete Design Confirmation Cylinder	25.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	75.00
Field Compaction Test	26.00
Moisture-Density Curve (Proctor)	260.00
Washed Sieve Analysis (Soil)	70.00
Washed Sieve Analysis (Base Material)	75.00
Unit Weight	45.00
Absorption	45.00
Decantation	45.00
Moisture Content	45.00

ASPHALT

Rice Theoretical Specific Gravity	\$	80.00
Field Density, Hot Mix (Nuclear Method)		26.00

Local Vehicle Charge (within 20 miles of Abilene) - \$25.00 per trip to the project

Travel from and return to office at IRS rate per mile, plus service time at above rates

Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2019



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TBPLS Firm #: 10024300 - Abilene

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ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ____

All documents and materials prepared by Professional under the terms of this contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) X

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

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ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Professional shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

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ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

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ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

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**Authorizing a professional services contract with
Jacob and Martin, LLC for the
Lake Fort Phantom Hill Pump Station
Improvements**



- Professional Services Contract with Jacob and Martin, LLC.
- Contract price of \$90,000.00.
- Professional services for the preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration.



- Lake Fort Phantom Hill pump station consists of:
 - Four 15 million gallon per day pumps.
 - Two Variable Frequency Drives (VFD) to allow for variable pump output.
- New VFD units will replace existing units that are aged, and components and technology are becoming obsolete.
- The replacement pump will be smaller in size to allow for lower flow output.
- The improvements will improve pumping system reliability and will provide much needed flexibility in making decisions regarding water sources.





**Authorizing a professional services contract with
Jacob and Martin, LLC for the
Lake Fort Phantom Hill Pump Station
Improvements**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Starks Construction Company, Inc. for the Dyess Elementary School 16" Water Line Relocation (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Starks Construction Company, Inc. (Starks) of Abilene, TX in the amount of \$189,500.00 for CB-2013 Dyess Elementary School 16" Water Line Relocation project (Project). Bids were advertised in the Abilene Reporter News on November 3rd and 10th, 2019. Bids were opened on Thursday November 21st, 2019. A total of 4 bids were received. The Project Engineer has evaluated the lowest qualified bidder and does recommend awarding the bid to Starks.

An Interlocal Agreement between the City of Abilene (City) and the Abilene Independent School District (AISD) provides that the City will participate in the relocation project. The City's participation is limited to the lesser of 50% of actual project cost or \$100,000. Based on the bid price, the City's monetary contribution to the project is \$94,750.00.

SPECIAL CONSIDERATIONS

The City owns and operates a 16" water pipeline to supply treated water to the Dyess Air Force Base. That pipeline crosses the playground of the Dyess Elementary School Campus. The AISD is planning for the construction of a new school complex adjacent to the existing elementary school building. There is a conflict between the planned complex and the water pipeline. The project will provide for the relocation of the water pipeline within a new easement on school property to allow for the new school construction.

FUNDING/FISCAL IMPACT

Funding for the project will come from Fund 575 designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Starks in the amount of \$189,500.00 for the Dyess Elementary School 16" Water Line Relocation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Awarding Bid-Starks Construction Co-Dyess Elementary WL Relocate-12-19-2019
2. Letter of Recommendation-Starks Construction Co-Dyess Elem School 16inch WL Replacement-12-19-2019
3. Contract-Starks Construction Co-Dyess Elem School 16inch WL Replacement-12-19-2019
4. Interlocal Agreement-Abilene and AISD-Dyess Elementary School 16inch Water Line Relocation-12-19-2019
5. Presentation-Award Bid-Starks Construction Company-Dyess Elem School WL Relocation-12-19-2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO STARKS CONSTRUCTION COMPANY, INC. FOR THE
DYESS ELEMENTARY SCHOOL 16" WATER LINE RELOCATION.**

WHEREAS, the City of Abilene (City) owns and operates a public water supply system that includes a sixteen inch diameter water pipeline that supplies the far west side of Abilene including the Dyess Air Force Base; and

WHEREAS, the water pipeline crosses the playground area of the Dyess Elementary School Campus of the Abilene Independent School District (District); and

WHEREAS, the District is planning for the construction of a new Dyess Elementary School building complex to be located adjacent to the existing school buildings and that conflicts with the City's existing water pipeline; and

WHEREAS, the Interlocal Agreement between City and District describes the terms and conditions for the City and District to participate in relocating the water pipeline, with City participation limited to the lesser of 50% of actual project cost or \$100,000.00; and

WHEREAS, the District hired enprotec/Hibbs & Todd, Inc. to provide design plans and contract documents, bidding assistance, general supervision, and contract administration for the project; and

WHEREAS, it is recommended that the Abilene City Council award the bid to Starks Construction Company, Inc. for the Dyess Elementary School 16" Water Line Relocation project in the amount of \$189,500.00; and

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

That the Abilene City Council awards the bid to Starks Construction Company, Inc. for the Dyess Elementary School 16" Water Line Relocation project in the amount of \$189,500.00.

ADOPTED this 19th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



November 22, 2019

City of Abilene
P O Box 60
Abilene, TX 79604
Attn: Mr. Rodney Taylor, Director of Water Utilities

**Re: Recommendation of Award
Dyess Elementary School 16" Water Line Relocation
Abilene, Texas**

Dear Mr. Taylor:

Attached is the bid tabulation for the above mentioned project. The low bidder of the project is Starks Construction and their announced bid was \$191,500. When the extensions were calculated his bid actually added to \$189,500.00. Starks Construction has agreed to construct the project for the corrected amount.

Based upon the number of successful projects that Starks Construction has constructed for the City of Abilene, we would recommend award of this contract to Starks Construction in the amount of \$189,500.

Please contact me if you should have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

David Todd, P.E.
Executive Vice President

DT/jd

Attachment: Bid Tabulation

c: Scott McLean, AISD
Ruppert Rangel, PSC
Kevin Jaeger, City of Abilene
Project File: 7346

P:\Projects\Abilene\ISD\7346 Dyess Elementary School 16-inch Water Line Relocation\5. Bidding Phase\Bidder Evaluation\Recommendation of Award.docx

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax
www.e-ht.com

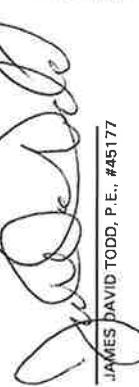
Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

TABULATION OF BIDS FOR: Dyess Elementary School-16" Water Line Relocation, City of Abilene, Texas
BIDS RECEIVED: 11/21/2019
PE Firm Registration No. 1151
Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

Item No.	Quantity	Unit	Item	Starks Construction, Inc.		Weatherbee Construction, Inc.		Elm Creek Plumbing & Backhoe		Lupe Rubio Construction Co., Inc.	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00	\$ 13,875.00	\$ 13,875.00
2	1,350	LF	16" DR18 C900 PVC and fittings	\$ 70.00	\$ 94,500.00	\$ 54.00	\$ 72,900.00	\$ 88.00	\$ 118,800.00	\$ 79.38	\$ 107,163.00
3	2	EA	16" Dished Head Plug and Concrete Encapsulation	\$ 4,000.00	\$ 8,000.00	\$ 3,684.00	\$ 7,328.00	\$ 12,500.00	\$ 25,000.00	\$ 24,734.78	\$ 49,469.56
4	2	EA	16" x 12" Tapping Sleeve	\$ 12,000.00	\$ 24,000.00	\$ 8,835.00	\$ 17,670.00	\$ 5,250.00	\$ 10,500.00	\$ 14,940.38	\$ 29,880.76
5	2	EA	12" Flanged Gate Valve	\$ 2,500.00	\$ 5,000.00	\$ 2,694.00	\$ 5,388.00	\$ 4,512.50	\$ 9,025.00	\$ 5,727.89	\$ 11,455.78
6	2	EA	12" (flanged) x 16" (M.J.) Reducer	\$ 1,500.00	\$ 3,000.00	\$ 7,320.00	\$ 14,640.00	\$ 4,995.00	\$ 9,990.00	\$ 4,890.95	\$ 9,781.90
7	2	EA	Petersen Hot Tap Plug, Model 129-16-HP	\$ 12,500.00	\$ 25,000.00	\$ 24,443.00	\$ 48,886.00	\$ 21,000.00	\$ 42,000.00	\$ 19,441.65	\$ 38,883.30
8	1	LS	Cleaning, Disinfection and Testing	\$ 5,000.00	\$ 5,000.00	\$ 3,250.00	\$ 3,250.00	\$ 2,500.00	\$ 2,500.00	\$ 7,772.22	\$ 7,772.22
9	1	LS	16" x 6" Tee, 6" Gate Valve, 6" DR18 C900 Lead and Fire Hydrant	\$ 5,000.00	\$ 5,000.00	\$ 5,918.00	\$ 5,918.00	\$ 8,750.00	\$ 8,750.00	\$ 7,500.00	\$ 7,500.00
10	1	LS	City Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID PRICE (Items 1 thru 10)				**	\$ 189,500.00		\$ 197,980.00		\$ 252,085.00		\$ 290,781.52

**Due to calculation error, Starks Construction, Inc.'s Bid is lower than what was read aloud at the Bid Opening and Lupe Rubio Construction Co., Inc.'s Bid is higher than what was read aloud at the Bid Opening.

I, JAMES DAVID TODD, P.E., #45177, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


JAMES DAVID TODD, P.E., #45177



CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made December 19, 2019, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Starks Construction Company, Inc. of the City of Abilene, State of Texas, ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as
DYESS ELEMENTARY SCHOOL - 16" WATER LINE RELOCATION

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

DYESS ELEMENTARY SCHOOL - 16" WATER LINE RELOCATION

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$189,500.00.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

“Claims” shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

“Contractor” includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

“Contractor’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

“Damages” shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorney’s fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

“Premise Defects” shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

“Proven” shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

“Sole negligence” shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor’s work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor’s employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor’s employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT’S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY’S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE

THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Starks Construction Company, Inc.

Business Address:

7449 Lantana Ave.

Abilene, Texas 79606

Bill Starks
Signature

Bill Starks
Name - Typed or Printed

President
Title - Typed or Printed

325-673-7762
Business Phone No.
75-2143891
Federal Tax I.D.#

ATTEST: (If Corporation)

Elizabeth Starks
Corporate Secretary's Signature

Corporate Seal none
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

INTERLOCAL AGREEMENT
FOR THE DYESS ELEMETARY SCHOOL WATER PIPELINE RELOCATION
PROJECT BETWEEN THE CITY OF ABILENE, TEXAS AND THE ABILENE
INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is between the **CITY OF ABILENE, TEXAS**, a municipal corporation situated in Taylor and Jones Counties, ("Abilene"), and the **ABILENE INDEPENDENT SCHOOL DISTRICT**, located in Taylor County ("AISD"), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, in order to describe the rights and obligations of each of the Parties concerning the relocation and construction of a water pipeline that exists on and/or by the campus of Dyess Elementary School.

Abilene and AISD AGREE as follows:

1. Purpose of the Agreement.

The AISD is planning for the construction of new school building facilities on the existing campus of the Dyess Elementary School. The new facilities will be constructed in open space adjacent to the existing school facilities. The City of Abilene currently owns and operates a sixteen-inch diameter potable water pipeline that crosses the open space of the campus. It is in the best interest of both parties that the existing water pipeline be relocated to an area that would eliminate both current and future conflicts with planned construction on the campus. This Agreement is evidence that the Abilene City Council and the Board of the AISD have each contemplated and do agree to the relocation of the water pipeline as described herein, and each shall abide by all terms and conditions of this Agreement for the site selection, design, and construction necessary for the relocation of the water pipeline at the AISD's Dyess Elementary School campus.

2. Definitions.

In this Agreement, the following terms shall have the following meanings, respectively, unless the context clearly indicates otherwise:

- (a) "Director" shall mean the Director of Abilene's Department of Water Utilities. The Director is the City's designated representative and shall act in accordance with City policies and procedures in carrying out his duties. The Director may designate an individual to perform all or part of the duties of the Director hereunder from time to time.
- (b) "Effective Date" shall be November 21, 2019.
- (c) "Campus" shall mean the Dyess Elementary School campus owned and operated by the AISD, and located at 402 Delaware Road, Abilene, Texas, 79607.
- (d) "Easement Property" shall mean a specific tract of real property on the campus for which

the water pipeline exists and/or the Improvements will be constructed.

- (e) "Improvements" shall mean the sixteen-inch water pipeline to be constructed within the Easement Property and/or in the public right-of-way including all related surface and subsurface appurtenances necessary for the connection of the relocated water pipeline to Abilene's water distribution infrastructure, as described by the Engineer's design plans and specifications as reviewed and approved by all parties.
- (f) "Project Engineer" means the Texas Licensed Professional Engineer hired and fully compensated by AISD to provide services including but not limited to developing design plans, specifications, and bidding documents, performing supervisory inspections, and administration of contract documents regarding the Improvements.
- (g) "Term" shall mean a period beginning upon the Effective Date and continuing for as long as the water pipeline exists within the easement property.

3. AISD agrees:

- (a) To provide to the Director preliminary plans and specifications of the Improvements for review and comments. Comments by the Director are to be addressed, to the Director's satisfaction, prior to AISD's finalizing those documents. Abilene's City Engineer shall approve, in his/her sole discretion, the final documents prior to any construction activity, including procurement.
- (b) To provide Abilene with a utility easement, including a temporary construction easement, sufficient to be recorded in the Taylor County Official Public Records, describing the entire pipeline route across the campus and/or other AISD property as determined by the parties, Abilene's City Engineer and the Project Engineer.
- (c) To provide Abilene unrestricted ingress and egress access on and over existing and alternate routes to the Easement Property for the purposes of removal, relocation, construction, demolition, operation and maintenance for as long as the Improvements remain in use.
- (d) That the employees and/or contractor(s) of AISD shall not operate valves or fire hydrants of Abilene's water distribution system.
- (e) That the existing section of sixteen inch water pipeline crossing the campus property shall be plugged with cement at each end only and abandoned in place.
- (f) That upon final completion of the Improvements the AISD shall reimburse Abilene for all construction costs exceeding the lesser of 50% of actual project cost or \$100,000.00, within sixty (60) days of receipt of invoice of actual costs from Abilene. The total cost of construction can vary significantly depending on the route selection due to the length of new piping and the quantity of pavement patching required.

- (g) The Project Engineer shall submit a letter to the parties giving notice of final completion and acceptance by Abilene of the completed construction work.

4. Abilene agrees:

- (a) To cooperate in a productive, responsive, and timely manner with the representatives, employees, and agents of AISD for the review of plans and specifications, for the successful construction of the project, and for the operation and maintenance of the Improvements.
- (b) To provide either directly or through a construction contract with a private contractor all labor, equipment, parts, appurtenances, and materials for the installation of the Improvements and the abandonment in place of a section of the existing pipeline.
- (c) That Abilene's Water Utility Engineer or his designee will provide on-site inspection during construction.
- (d) To operate valves and fire hydrants associated with Abilene's distribution system as necessary for constructing, loading, flushing and sampling of the Improvements, and including bacteriological testing.
- (e) To maintain records of costs associated with the project for review by the Design Engineer and AISD, and for determining the actual cost of reimbursement to be invoiced to AISD after final completion.
- (f) To award the bid and obligate funding for the total contractual cost of constructing the project in accordance with the design plans, and it shall be reimbursed by AISD for all construction costs exceeding the lesser of 50% of actual project cost or \$100,000.00.

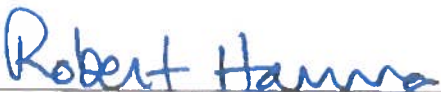
5. Entire Agreement.

This constitutes the entire Agreement of the parties. This Agreement may only be amended in writing and signed by the parties.

IN WITNESS WHEREOF, Abilene and AISD entered into this Agreement.

CITY OF ABILENE

ATTEST:


Robert Hanna, City Manager


City Secretary

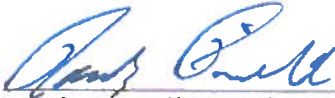
Approved:



City Attorney

ABILENE INDEPENDENT SCHOOL DISTRICT

ATTEST:

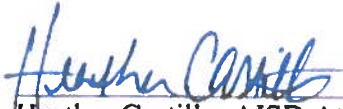


Randy Piersall, Board President



Cindy Earles, Board Secretary

Approved:



Heather Castillo, AISD Attorney

**Resolution Awarding bid to
Starks Construction Company Inc. for the
Dyess Elementary School 16” Water Line
Relocation**

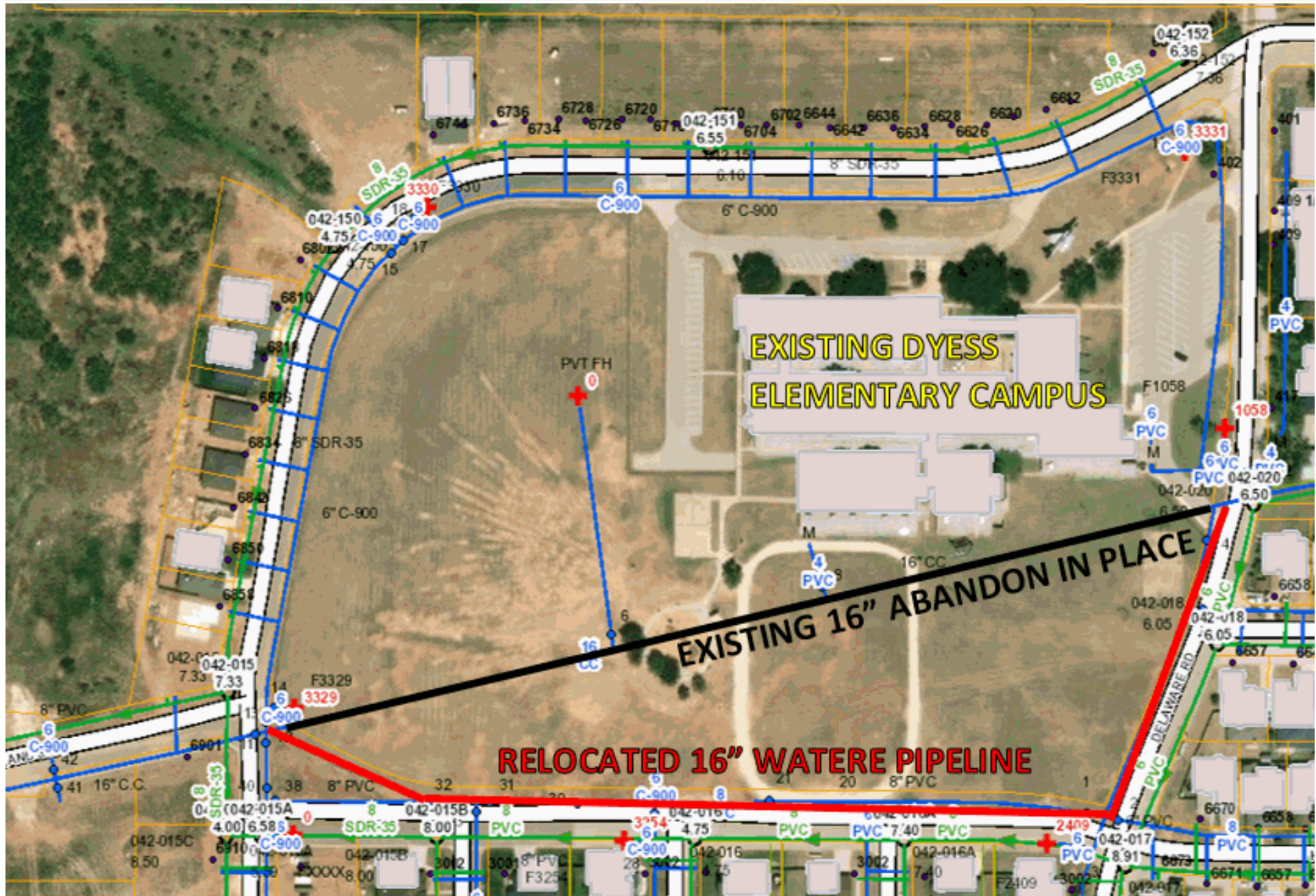


- Award bid to Starks Construction Company
- Bid amount of \$189,500.00.
- Project is for the relocation of the 16” water line crossing the Dyess Elementary School Campus in order to eliminate a conflict between the new school complex and the existing water line.



- The Interlocal Agreement between City of Abilene and the Abilene ISD describes terms and conditions of partnership.
- AISD will design the project, and then reimburse the City for its share of total cost of construction.
- City will front the full cost of construction and then receive AISD's share as reimbursement upon project completion.
- The City's participation is limited to the lesser of 50% of actual project cost or \$100,000.00 (\$94,750.00).





**Resolution Awarding bid to
Starks Construction Company Inc. for the
Dyess Elementary School 16” Water Line Relocation**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. (Robert Hanna)

GENERAL INFORMATION

Details will be provided to Council in Executive Session

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the Item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Abilene Heritage Square deed
2. AHS 1

Resolution: Donating Lincoln Middle School to Abilene Heritage Square, Inc.





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Lease Agreement with Abilene Heritage Square, Inc. (Robert Hanna)

GENERAL INFORMATION

Details will be provided to Council in Executive Session

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the Item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution AHS Lease
2. AHS 2

Resolution: Lease Agreement with Abilene Heritage Square, Inc.





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers (Greg McCaffery)

GENERAL INFORMATION

Currently, City of Abilene policy is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per street light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

This ordinance amendment will improve efficiency for subdivision development by having all infrastructure installed at once, ideally prior to lot developments and construction of utilities, streets, sidewalks and curbs. This avoids developers and contractors having to cut and trench through newly placed streets and established lots to install streetlight infrastructure and facilities, thereby delivering a better end product for the developer, utility provider and the City.

The City of Abilene issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for the costs of new street lights within their development.

Reallocating the installation expense of new street lights to the developers will save Abilene taxpayers approximately \$50,000 to \$100,000 annually.

As discussed in council meeting on Dec 5, staff has included language to address the waiver and appeal process to include the City Manager.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

Changing fiscal responsibility from taxpayers to developers will save taxpayers approximately \$50,000 to \$100,000 annually.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV5_Redline_Street Lights Ordinance Amendment (1)
2. REV5_Clean_Street Lights Ordinance Amendment
3. REV_PowerPoint_Pres_Ord_Amend_Street_Lights (4)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

WHEREAS, current Abilene policy, adopted April 22, 2010, is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per light, and

WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

WHEREAS, there is a need to update the land development code to include relocating the installation expense of new street lights to developers of new subdivisions.

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

PART 1: That Chapter 3, Article II, Section 3.2.1.1 of the Abilene Land Management Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 21st day of November, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 1st day of December, 2019, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 19th day of December, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Section 3.2.1.1. General Policy.

- (a) Adequate Service for Areas Proposed for Development. Land proposed for development in the City and in the City's extraterritorial jurisdiction must be served adequately by essential public facilities and services, limited to water facilities, wastewater facilities, transportation facilities, and drainage facilities, as set forth in this Article of this Chapter. Land shall not be approved for platting or development unless and until adequate public facilities necessary to serve the development exist or provision has been made for the facilities, whether the facilities are to be located within the property being developed or off-site.
- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
 - (1) Phasing of development or improvements to ensure provision of adequate public facilities;
 - (2) Extensions of public facilities and roadways (including any necessary on-site and off-site facilities) to connect to existing public facilities;
 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City; and
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts; and
 - (10) Designing, procuring, and installing street lights on all streets within the subdivision and along perimeter streets.
 - a. All street lighting installations shall conform to the standards of the City of Abilene.

- b. Street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet. For arterials, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other. For collectors, as applicable, street lights shall be installed at a distance of four hundred (400) feet from each other. For local streets, as applicable, street lights shall be installed at a distance of six hundred (600) feet from each other. For corridors, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other.
- c. A street light plan shall be submitted during the platting process with proposal for street light placement. The city traffic engineer shall approve the street lighting plan and placement of street lights.
- d. The developer shall select and install all of the lines, poles, luminaries, and lamps required to comply with the approved street light plan.
- e. All street light infrastructures shall be in dedicated utility easements or rights of way.
- f. Installation procedures and acceptable standards for street lights shall be governed by design and specification standards of electric utility company serving the subdivision.
- g. The developer shall be responsible for the cost of street light installation including the cost of service lines to supply electricity to the street lights and all engineering costs not borne by the electrical service provider.
- h. Once satisfactorily installed, approved, and accepted, the street lights shall be dedicated to public use with maintenance of the street lights being provided by the City of Abilene. The electric company providing service to the area shall furnish electric energy to installed and dedicated street lights. The City of Abilene will pay the energy costs of dedicated street lights located within the incorporated city limits.
- i. A street lighting plan shall be developed for subdivisions in the Extra-Territorial Jurisdiction (ETJ), and any utility easements required to execute the plan shall be dedicated for public use. Installation of street lights will not be required within the ETJ; however, in preparation for future street light installation, necessary trenching and installation of the conduit to the location of required street light placement shall be accomplished by the developer, as required by the applicable street lighting plan.
- j. Requests for waivers to the requirements of the proceeding street lights provisions, whether in the ETJ or within the city limits, shall be submitted in writing with the street lighting plan. The City Engineer may grant or deny a waiver request. If the City Engineer denies the waiver request, within 30 calendar days the developer may file a request for waiver with the City Manager. The City Manager or designee shall grant or deny the waiver request within 30 days of filing. If the City Manager or designee denies the waiver, the developer may file a petition for waiver in

accordance with Chapter 1, Article 3, Division 4, Petition for Waivers, of this Land Development Code.

- (11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

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WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

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PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

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PASSED ON SECOND AND FINAL READING this 19th day of December, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

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- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
 - (1) Phasing of development or improvements to ensure provision of adequate public facilities;
 - (2) Extensions of public facilities and roadways (including any necessary on-site and off-site facilities) to connect to existing public facilities;
 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City;
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts; and
 - (10) Designing, procuring, and installing street lights on all streets within the subdivision and along perimeter streets.
 - a. All street lighting installations shall conform to the standards of the City of Abilene.

- b. Street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet. For arterials, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other. For collectors, as applicable, street lights shall be installed at a distance of four hundred (400) feet from each other. For local streets, as applicable, street lights shall be installed at a distance of six hundred (600) feet from each other. For corridors, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other.
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accordance with Chapter 1, Article 3, Division 4, Petition for Waivers, of this Land Development Code.

- (11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

Ordinance Amendment – Street Light Installations (Final Reading)

(Greg McCaffery)

Street Light System

- City of Abilene currently oversees 9,747 street lights within the City Limits
- Each light costs the City approximately \$135 - \$140 per year to operate
- Historically, street lighting in Abilene has been used for pedestrian, private property safety, and non-vehicle traffic safety purposes

City of Abilene Street Light Policy

	Current	Proposed
Pays for Installation	City of Abilene	Developer
Placement	No Set System	Intersections Curves Dead Ends Cul-de-sacs
Arterial Spacing	No Set System	300 feet
Collector Street Spacing	No Set System	400 feet
Local Street Spacing	No Set System	600 feet
Corridor Street Spacing	No Set System	300 feet
Mid-block	No Set System	If Spacing Exceeds 1200 feet

Developer Street Light Participation

Currently, Abilene policy is for the taxpayers to pay for New Street Light installations, at \$5,000 to \$8,000 per light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

The City issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for the costs of new street lights within their development.

Reallocating the installation expense of new street lights to the developer would save the Abilene taxpayers approximately \$50,000 to \$100,000 per year.

What are Sister Cities Doing?



Peer Cities Practices

Cities	Carrollton	Grand Prairie	Killeen	Midland	Odessa	San Angelo	Waco	Wichita Falls
Pays for Installation	Developer pays for materials and installation. Arterials: Developer pays 1/3 cost of adjacent properties.	Developer pays all cost of installation	Developer pays for materials, labor, engineering and running lines to electrical feed	Developer pays all up front cost for installation	Developer	City pays for standard wooden street light. Developer pays for electrical feed other pole types.	Developer pays for materials, labor, engineering and running lines to electrical feed	City handles everything in house if wooded poles are used. Developer pays for other types of poles.
Placement	Intersections Curves Cul-de-sacs Hazardous Areas	Intersections Curves	Intersections Curves Cul-de-sacs Spacing > 1200' Dead Ends	Intersections Sharp Curves Cul-de-sacs Spacing > 700'	Not Specified	Intersections Curves Cul-de-sacs Bridges	Intersections 1-mid block	Intersections Cul-de-sacs Spacing > 600'
Arterial and Collector Spacing	Min - 175' Max - 350'	Arterials - 200' to 280' Collectors - 400'	1200' Max Other spacing not specified	Not Specified	250'	150' - 200'	Not Specified	Not Specified
Local Street Spacing	Min - 175' Max - 350'	600'	1200' Max	Not Specified	250'	300' - 600'	Not Specified	Not Specified
Corridor	Min - 175' Max - 350'	200'	1200' Max	Not Specified	250'	150'	Not Specified	Not Specified
Mid-Block	Not Specified	Not Specified	If spacing exceeds 1200'	If spacing > 700'	Not Specified	300'	1 mid-block light	If > 600'

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance establishing the 2020 Standards of Care (Lesli Andrews)

GENERAL INFORMATION

In August of 1997 the 74th Legislature enacted 42.041(14) of the Texas Human Resources Code, which exempts youth programs operated by a municipality from state child-care licensing requirements. The Texas Human Resources Code provides that in order for a municipality to be exempt from the state's licensing requirements, the governing body of the municipality must annually adopt standards of care by ordinance after a public hearing. The major difference in the City's standards is that we have established standards for 6-13 years of age, whereas the state's standard is for 0-6 years of age, a population we mostly do not serve.

SPECIAL CONSIDERATIONS

The standards of care require three inspections. Three levels of review are to be performed each year to ensure compliance. The first level is performed by the Recreation Coordinator to confirm adherence to the standards themselves. The second is a visual inspection of the facilities to be conducted by the division manager with the assistance of a Parks and Recreation Professional not associated with the City of Abilene. The visual inspection was conducted on October 29, 2019. The Parks and Recreation Professional who assisted was Travis Pence, Athletics Coordinator for Wichita Falls, Texas. The third level is an annual inspection by both the Fire Department and Environmental Health. All of these inspections and reviews were satisfactorily completed and the program is in compliance. A copy of the 2020 Standards of Care will be online for additional access.

There have been no changes from the 2019 Standards of Care.

FUNDING/FISCAL IMPACT

No funding or fiscal impact.

STAFF RECOMMENDATION

Staff recommends adopting the 2020 Standards of Care.

BOARD OR COMMISSION RECOMMENDATION

The 2020 Standards of Care were adopted at the November 19, 2019 Parks and Recreation board meeting.

ATTACHMENTS:

1. 2020_Ordinance_Standards_of_Care
2. FY 2020 StandardsofCare
3. 2019 Standards of Care Inspection Letter
4. StandardsofCare 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, ESTABLISHING STANDARDS OF CARE FOR CITY OF ABILENE YOUTH PROGRAMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City of Abilene, through the Division of Recreation, provides youth programs that contribute to the overall wellbeing of youth and families of the City of Abilene; and

WHEREAS, these youth programs are presently held at the Recreation Centers and designated school sites; and

WHEREAS, the 74th Legislature enacted Section 42.041(14) of the Texas Human Resources Code, which would exempt youth programs operated by a municipality from child-care state licensing requirements provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, The City of Abilene has had Standards of Care in place for nineteen years which have functioned well; and

WHEREAS, Abilene Parks and Recreation Board the Administrator of Recreation for the City of Abilene recommends the Standards of Care as set forth in Exhibit "A" be adopted by the City of Abilene:

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

- Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.
- Section 2.** That the Youth Programs' Standards of Care for the City of Abilene, as detailed in Exhibit "A" attached hereto and incorporated herein for all purposes, are hereby approved and adopted.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.
- Section 4.** That, if any provision of this ordinance will be held to be invalid or unconstitutional, the remainder of such ordinance will continue in full force and effect, the same as if such invalid or unconstitutional provision had never been a part hereof.
- Section 5.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED ON FIRST READING this 5th day of December, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of December 2019, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON SECOND AND FINAL READING this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City of Abilene Recreation Division



Standards of Care for Youth Programs 2020

Community Services Office
633 Walnut Street
Abilene, TX 79601
(325) 676-6217

www.abilenetx.gov/parksandrec
parksandrec@abilenetx.gov

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ABILENE YOUTH PROGRAMS

STANDARDS OF CARE

General Administration

1. Organization

- A. The governing body of the City of Abilene Youth Programs is the Abilene City Council.
- B. Implementation of the Youth Program's Standards of Care is the responsibility of the Recreation Administrator and departmental employees.
- C. Youth Programs ("Program") to which these Standards apply are the programs held at the City Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene.
- D. Each of the City of Abilene Youth Program sites will have a current copy of the Standards of Care available for public and staff review.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process or the Standards of Care can be accessed on the City of Abilene website at www.abilenetx.gov/camps. Parents of participants will be informed that the City of Abilene Youth Programs is not licensed by the State.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate that an applicant has been convicted for any of the following offenses, he or she may not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family;
 - (2) A felony or misdemeanor classified as public indecency;
 - (3) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of the City Policy;
 - (4) Any offense involving moral turpitude;
 - (5) Any offense that would potentially put the City of Abilene or participants of the Program at risk.
 - (6) In addition, a nationwide check of databases for the Sex Offender Registration Program will be conducted on prospective Program Staff. If results of the check indicate that an applicant is a registered sex offender, he or she will not be considered for employment.

2. Definitions

- A. City: City of Abilene.
- B. City Council: City Council of the City of Abilene.
- C. Department: Community Services Department of the City of Abilene.
- D. Director: City of Abilene Director of Community Services Department or designee.
- E. Division: Recreation Services Division of the City of Abilene.
- F. Employee: Someone who has been employed by the City of Abilene and has been assigned responsibility for managing, administering, or implementing some portion of the City of Abilene Youth Programs.
- G. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of Abilene Youth Programs.
- H. Participant: A youth whose parent has completed all required registration procedures and who has been determined to be eligible for the City of Abilene Youth Programs.
- I. Program Manual: A notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Abilene's Youth Programs.
- J. Program Site: Any area or facility where the City of Abilene Youth Programs is held.
- K. Recreation Coordinator: City of Abilene Recreation Division full-time Programmer who has been assigned administrative responsibility for the City of Abilene Youth Programs.
- L. Recreation Specialist or Recreation Leader: Any City of Abilene Recreation Division employee (full-time or part-time) who has been assigned responsibility to implement the City of Abilene Youth Programs.
- M. Playground Supervisor or Playground Aide: Any City of Abilene Recreation Division temporary employee who has been assigned responsibility to implement the City of Abilene Youth Programs.
- N. Administrator: City of Abilene Administrator of Recreation Services or his or her designee.
- O. Youth Program(s) or Program: City of Abilene Youth Programs held at the City's Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene. These programs are not child-care facilities.

3. Objective of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, etc...
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend leisure time wisely in an effort to meet the emotional, physical, and social needs of Youth.

4. Inspections/Monitoring/Enforcement

- A. An annual facility inspection report will be initiated by the Recreation Coordinator of each Program to confirm adherence to the Standards of Care. This report will be submitted in March.
 - (1) Inspection reports will be sent to the Administrator for review and kept on record for at least two years.
 - (2) The Administrator will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Administrator will make visual inspections of the facilities, based on the following schedule. A Parks and Recreation Professional that is not associated with the City of Abilene will assist on one of the following inspections.
 - (1) A pre-summer check in April of each year; and
 - (2) A fall check in October of each year.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Coordinator. The Recreation Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Recreation Coordinator and forwarded to the Administrator, the complaint and the resolution will be noted.
- D. The Administrator will provide an annual report to the Parks and Recreation Board on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

5. Enrollment

- A. Before a child may be enrolled, a parent/guardian must sign registration forms that contain:
- (1) Name, address, and telephone number of the child;
 - (2) Name and address of parents/guardian and telephone numbers during program hours;
 - (3) The names and telephone numbers of people to whom the child may be released;
 - (4) A statement of the child's special needs; and
 - (5) A signed liability waiver which also includes permission for field trips and emergency medical authorization.
 - (6) Signed acknowledgement of program code of conduct.

6. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the Recreation Supervisor. The Recreation Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Staffing – Responsibilities and Training

1. Recreation Center Coordinators

- A. Qualifications
1. Recreation Coordinators will be full-time, professional employees of the City of Abilene Recreation Division
 2. Recreation Coordinators must meet the minimum education/experience requirements for employment with the City of Abilene to plan and implement recreation activities.
 3. Recreation Coordinators must be able to pass a background investigation, including testing for illegal substances.
 4. Coordinators must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
 5. Recreation Coordinators must complete City of Abilene mandatory training.

B. Job Functions

1. Recreation Coordinators are responsible for administering the Youth Programs daily operations in compliance with the Adopted Standards of Care.
2. Recreation Coordinators are responsible for hiring, supervising, and evaluating Recreation Specialist/Leaders.
3. Recreation Coordinators are responsible for planning, implementing, and evaluating programs.
4. Recreation Coordinators maintain supplies, equipment and all necessary documentation for the operation of the Youth Programs.
5. Recreation Coordinators must communicate with Parent(s) as necessary.
6. Recreation Coordinators know and follow all City of Abilene, Division, and Program Manual standards, policies and procedures that apply to Youth Programs.
7. Recreation Coordinators ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

2. Recreation Specialist/Recreation Leader

A. Qualifications

1. Recreation Specialist/Leaders may be full-time, part-time, or temporary employees of the City of Abilene Recreation Division.
2. Recreation Specialist/Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Recreation Specialist/Leaders must relate to children with courtesy, respect, tolerance, and patience.
4. Recreation Specialist must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
5. Recreation Specialist/Leaders must pass a background investigation, including testing for illegal substances.
6. Recreation Specialist/Leaders will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Recreation Specialist/Leaders will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
2. Recreation Specialist/Leaders will directly lead activities using a method that will provide opportunities for involvement of all participants on an equal basis.
3. Recreation Specialist/Leaders must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
4. Recreation Specialist/Leaders will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
5. Recreation Specialist/Leader must be with participants at all times while they are participating in the Program.
6. Recreation Specialist/Leaders ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

3. Playground Supervisor and/or Playground Aide

A. Qualifications

1. Playground Supervisor/Aides will be temporary employees of the City of Abilene Recreation Division.
2. Playground Supervisor/Aides should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Playground Supervisor/Aides must relate to children with courtesy, respect, tolerance, and patience.
4. Playground Supervisor/Aides must pass a background investigation, including testing for illegal substances.
5. Playground Supervisor/Aides will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Playground Supervisor/Aides will assist in leading activities using a method that will provide opportunities for involvement of all participants on an equal basis.
2. Playground Supervisor/Aides must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
3. Playground Supervisor/Aides will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
4. Playground Supervisor/Aides will be responsible for picking up the areas used by their group after each activity.
5. Playground Supervisor/Aides must be with participants at all times while they are participating in the Program.
6. Playground Supervisor/Aides ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

4. Training/Orientation

- A. The Division is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities.
- B. Program employees must be competent with the Standards of Care for Youth Program operation as adopted.
- C. Program employees must be competent with the Program's policies, including discipline, guidance, and release of participants as outlined in the Summer Playground Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, Division and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. Program employees will be electronically tested annually over program manuals and Standards of Care.

Operations

1. Staff-Participant Ratio

- A. The City of Abilene Youth Programs, the minimum employee to participant ratio will be 1 to 20 for participants from ages 6-13.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special needs as identified by the participant's parent during the registration process.

2. Notification

- A. Parents must be notified immediately when Program employees are aware of the following:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. All parents must be notified if there is an outbreak of any communicable disease. The disease will be reported to the Abilene Taylor County Public Health District.

3. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner, based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment. Examples include, but not limited to:
 - 1. Using physical punishment or any action administered to the body such as, but not limited to rough handling, or forcing child(ren) to assume an uncomfortable position.
 - 2. Restraining movement by tying, enclosing in a confined space, shaking, or using exercise as punishment.
 - 3. Being verbally abusive, including, but not limited to, threats, belittling remarks, humiliation, embarrassment, or frightening a child.
 - 4. Giving any child the authority to punish another child.
 - 5. Placing a child out of visual/hearing range, in the dark, or in an unventilated area.
 - 6. Punishing a child for a toileting accident.
 - 7. Taunting a child by mocking or any other form of jeering.
 - 8. Giving preferential attention to any child over another child.

- C. Program employees may use brief, supervised separation from the activity if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parents of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
 - 1. A sufficient number and/or severe nature of discipline report(s), as detailed by the Disciplinary Policy in the Program and Operations Manuals, may result in a Participant being suspended from the Youth Program immediately. If a Participant is suspended from the program, an Authorized Person must pick up the Participant.
 - 2. Participants will be removed from the Program Site as soon as possible in instances of danger to other Participants or Program Staff. This includes, but is not limited to, continuous disruption of the Youth Program, inappropriate sexual behavior, bullying, hitting or biting other Participants or Program Staff and damage to any City property.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended and/or expelled from the Program.
- F. In instances where there is a danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

4. Programming

- A. Program employees will provide activities for each group according to the participants' ages, interests, and abilities. The activities will be appropriate to participants' health, safety, and well-being. The activities also will be flexible and designed to promote the participants' emotional, social, and mental growth.
- B. Program employees will provide indoor and outdoor time periods to include:
 - (1) Alternating active and passive activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day that weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
- (2) Program employees will have transportation cards of the participants in the group and must check the roll frequently.
- (3) Program employees should have First-Aid supplies and a guide to First-Aid and emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent location at each Program site.

5. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Recreation Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Ambulance or emergency medical services.
 - (2) City of Abilene Police Department.
 - (3) City of Abilene Fire Department.
 - (4) Poison control.
 - (5) The telephone number for the site itself.

6. Transportation

- A. First-Aid supplies and a First-Aid emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a portable fire extinguisher located in the passenger compartment of the vehicle which will be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program employees will inspect Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

- C. Program equipment and supplies should be safe for the participants use.
- D. Program employees should have First-Aid supplies available at each site, during transportation and for the duration of any off-site activity.
- E. Program employees should have first-aid supplies readily available to staff in a designated location. Program employees should have an immediately accessible guide to First-Aid and emergency care.
- F. Program air conditioners, electric fans, and heaters should be mounted out of participants reach or have safeguards that keep participants from being injured.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employee's first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the City of Abilene Fire Department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Administrator who will review and establish deadlines and criteria for compliance.
- C. Each Program site must have at least one (1) fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Recreation Center Coordinator. All of the City of Abilene Youth Program employees will be trained in the proper use of fire extinguishers.

3. Health

- A. Illness or Injury
 - (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Emergency responders will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed and forwarded to the Recreation Supervisor.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.

- (4) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
- (5) Program employees will follow the recommendation of the Texas Department of State Health Services concerning the admission or readmission of any participant after a communicable disease.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- (2) There must be at least one flush toilet for every thirty (30) children. Urinals may be counted in the ratio of toilets to children but must not exceed fifty percent (50%) of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water, meeting the standards of the Texas Department of State Health Services for drinking water, and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from Program sites daily.
- (4). The Program site will have an annual health inspection by the City of Abilene Health Department, and the resulting report will detail any health concerns observed. The report will be kept on file at the center. Information from this report will be included in the Director's annual report to the City Council.

4. Participants

- A. All participants must wear tennis shoes daily, unless the Youth is in the swimming pool or participating in an activity that requires no shoes to be worn.
- B. Youth must respect the Employees, Program Site, and each other.



DEPARTMENT OF PARKS & RECREATION

Ann Hall
Division Manager
City of Abilene Parks & Recreation
633 Walnut St.
Abilene, TX 79601

Ann,
I would like to take this time to let you know how impressed Kathy and I were with your facilities and your staff. You should be extremely proud with what they are doing to provide recreational services to your community.

I am proud to inform you that during the Standards of Care inspection we did not find a single fault in any of your facilities. All of the equipment was up to date on their inspections and all of the important information was properly posted.

Thanks again for allowing us to tour your facilities. We hope at some point that you would be willing to come to Wichita Falls and take a tour and see what we are offering to our community.

Travis Pence
Program Coordinator-Athletics
City of Wichita Falls Parks & Recreation
600 11th St. Room 209
Wichita Falls, TX 76301

Standards of Care



Standards of Care

- Summer Camp and After School Programs are open to ages 6 to 13.
- Parents are provided with a copy of the document and it is posted at www.abilenetx.gov/camps.
- The Standards of Care are intended to be minimum standards by which the City of Abilene will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not licensed by the state of Texas as certified day care programs.

Standards of Care

- The Standards of Care is a document that exempts the City of Abilene from the Childcare Licensing Requirements from the State of Texas.
- The final draft is approved by the City Council and is valid for 1 year.
- An elementary-age (ages 6-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, and shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

Basic Requirements

- Adequate and readily available first aid kits.
- Full time staff must be current certified in CPR and First Aid.
- Current fire extinguisher and properly labeled and emergency exits signs are posted.
- Posting of emergency contact including fire, police, poison control, and contact information for Recreation Center.
- Registration collection of names, addresses, phone numbers, and sign waiver of liability. This is done electronically through the registration software.
- Defines job titles, qualifications, and responsibilities.
- Outlines the ratio (Abilene is 20 children per 1 staff).
- Lists facility standards that includes lighting, toilet facilities, and communicable diseases.

Standards of Care

- We perform an Internal Inspection annually.
- Environmental Health and Fire Department conducts an annual inspection.
- We also have an outside Parks and Recreation professional perform a review. This was done on October 29th, by Travis Pence, the Athletic Coordinator for the City of Wichita Falls.

Standards of Care

Steps in the adoption:

- Approval by Parks and Recreation Board – Approved November 19, 2019
- First Reading by City Council
- Public Hearing and vote by City Council



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Attorney

GENERAL INFORMATION

To be discussed in Executive Session.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. City Attorney

Oral Resolution: Evaluation of the City Attorney





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Secretary

GENERAL INFORMATION

To be discussed in Executive Session

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. City Secretary

Oral Resolution: Evaluation of the City Secretary





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2019

TO: Mayor and Members of the City Council

FROM: Stanley Smith, City Attorney

SUBJECT: The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United

States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.

9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
12. Maria Ramirez v. The City of Abilene; Cause No. 27880-B, In the 104th Judicial District Court, Taylor County, Texas; filed October 22, 2019
13. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Allen Ridge Development

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None