



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, 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 October 13, 2022, at 8:30 a.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

INVOCATION

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Service Awards:

- Jason Aulerich - Police Department - 25 Years

3. Proclamations:

- Disability Awareness Month
- Fire Prevention Week
- Physical Therapy Month
- National Chiropractic Health Month

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the

consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public comments section.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 22, 2022 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement for Information Technology Services **(Michael Rice)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Safety/Security Cameras and Access Controls **(Michael Rice)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Completing the City-Wide Voice Over Internet Protocol (VoIP) by Installing and Connecting Equipment at East Lake Road, Hamby, North Library and South Library City Facilities **(Michael Rice)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials Bid #CB-2261 **(Max Johnson)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2266 Water Department Street And Miscellaneous Repair Work 2022-2023 to Bontke Brothers, Inc. **(Max Johnson)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Agreement with Sheppard Surveying for the Surveying of Undeveloped Land Around Lake Ft. Phantom **(Max Johnson)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Special Events Permit Policy **(Lesli Andrews)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Buyboard Purchase of Vortex Equipment for Coach James Valentine Park Splash Pad **(Lesli Andrews)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Buyboard Purchase of Restroom Facilities LTD restroom for Cobb Park **(Lesli Andrews)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a 5-year Contract with Brightly for Predictor Software Upgrade and One-time Cost of Building Evaluation **(Lesli Andrews)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. **(Rodney Taylor)**
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Patagonia Health for the Abilene-Taylor County Public Health District's Electronic Health Record System **(Annette Lerma)**
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a

Professional Services Management Agreement with All Kind Animal Initiative for management services at Abilene Animal Services **(Robert Hanna)**

18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Fallen Hero Memorial **(Robert Hanna)**
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve the Appointment of Jonathan Seabourn as an Assistant City Attorney **(Stanley Smith)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code, by Amending the Extent of Listed Speed Limit of 55 mph on Oldham Lane to 1,250 feet south of Hardison Lane and Adding a 60 mph Speed Limit on Oldham Lane from 1,250 feet south of Hardison Lane to the south City Limits **(Max Johnson)**
21. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 29, Article IX, "Special Events License" of the Code of Ordinances **(Lesli Andrews)**
22. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fees and Charges Ordinance adding Special Events Fees. **(Lesli Andrews)**
23. **Ordinance (Final Reading) TC-2022-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Hardin Simmons University, Represented by Enprotech Hibbs & Todd, to Abandon Hickory Street Between North 26th Street and Vogel Avenue; Cedar Street Between North 26th Street to Vogel Ave., Located in the City of Abilene, Taylor County, Texas. **(Tim Littlejohn)**
24. **Ordinance (Final Reading) Z-2022-20:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Choi Fser Ventures, LLC to Change the Zoning of Approximately 3.37 Acres from Agricultural Open (AO) to General Commercial (GC). **(Tim Littlejohn)**
25. **Ordinance (Final Reading) Z-2022-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Pak Harris Enterprises Ltd, Represented by Harris Acoustics Ltd, to Change the Zoning of Approximately 4.76 Acres from Heavy Commercial (HC) to General Commercial (GC). **(Tim Littlejohn)**

EXECUTIVE SESSION

26. **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. 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
 2. 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
 3. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
 4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
 5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District

Court, Taylor County, Texas; filed September 14, 2020

6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020

7. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021

8. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021

9. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

10. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

11. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

12. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

13. Brendan Cordle v. City of Abilene; Cause No. SC22-22974J12, In the Small Claims Court, Precinct 1, Place 2, Taylor County, Texas, filed August 29, 2022

14. West Texas Water Partnership

B. 551.072 (Deliberations about Real Property)

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. Rainey Creek Development

2. Trail Ridge Subdivision

RECONVENE

REGULAR AGENDA

27. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary

28. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney

29. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager

30. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge

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 7th day of October, 2022, at 3:15 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 22, 2022
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular meeting held on September 22, 2022

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 09-22-2022 Minutes - Regular - Morning

CITY COUNCIL MEETING
September 22, 2022 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on September 22, 2022, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Pro-tem Hurt was present and presiding, along with Deputy Mayor Pro-tem Donna Albus, and Councilmembers Shane Price, Lynn Beard and Travis Craver. Mayor Anthony Williams and Councilmember Kyle McAlister were absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Lynn Beard delivered the invocation.

Caleb Williams, 4th grader at Stafford Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-18. Item 13 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Price – Item 13

PUBLIC COMMENTS

Mayor Pro-tem Hurt opened the public comment period. The following addressed the city council:

- David Swart – spoke about the naming rights for the downtown hotel, and that he hopes there will be charging stations for electric cars at the hotel. He also stated that the roof for the new Police Station should've been replaced when the remodel took place.
- Brandt Fisher – spoke about the special events permit process and stated his opposition to the Pride Parade happening this Saturday.
- Jason Delong – read a scripture from the Bible and stated his opposition to the Pride Parade happening this Saturday.
- Tammy Fogle – stated her opposition to the Pride Parade happening this Saturday.
- Thomas Englemeyer – stated his opposition to the Pride Parade happening this Saturday.
- Ryan Goodwin – stated his opposition to the Pride Parade happening this Saturday.
- Mario Centron – spoke about his concerns with decency and his time in Guatemala.
- Eric Bengs – stated his opposition to the Pride Parade happening this Saturday.

With no other speakers coming forward, the public comment period was closed.

CONSENT AGENDA

Councilmember Price moved to approve the consent agenda consisting of items 2-12 and 14-18. Councilmember Beard seconded the motion. Motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 8, 2022
3. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2023 Budget
[ASSIGNED RESOLUTION NO. 164-2022]
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Financing for the Benefit of Abilene Christian School and Related Matters
[ASSIGNED RESOLUTION NO. 165-2022]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Professional Services Agreement with Garfield Public/Private LLC for Naming Rights to Downtown Hotel and Conference Center, and the Existing Convention Center Facilities
[ASSIGNED RESOLUTION NO. 166-2022]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into a Chapter 380 Economic Development Agreement with All Kind Animal Initiative for the Completion of Design Services and Construction of a New Animal Shelter
[ASSIGNED RESOLUTION NO. 167-2022]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the Funding of Change Order No. 003 - Hotel Facilities for the Downtown Hotel Development Project
[ASSIGNED RESOLUTION NO. 168-2022]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute Change Order No. 003 - Conference Facilities for the Downtown Hotel Development Project
[ASSIGNED RESOLUTION NO. 169-2022]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2023
[ASSIGNED RESOLUTION NO. 170-2022]
10. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving a Professional Services Agreement with Enprotec, Hibbs & Todd, Inc for the Abilene Master Drainage Plan Project V-7 Implementation - Catclaw Creek Drainage Improvements between S. 7th and S. 11th Streets
[ASSIGNED RESOLUTION NO. 171-2022]
11. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code, by Amending the Extent of Listed Speed Limit of 55 mph on Oldham Lane to 1,250 feet south of Hardison Lane and Adding a 60 mph Speed Limit on Oldham Lane from 1,250 feet south of Hardison Lane to the south City Limits
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract for the Replacement of the Police Department, Municipal Court, Water Office Complex Roof with CS Advantage USAA, Inc.
[ASSIGNED RESOLUTION NO. 172-2022]

14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 29, Article IX, "Special Events License" of the Code of Ordinances
15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance adding Special Events Fees
16. Ordinance (First Reading) TC-2022-02: Receive a Report, Hold a Discussion, and Take Action on a Request from Hardin Simmons University, Represented by Enprotech Hibbs & Todd, to Abandon Hickory Street Between North 26th Street and Vogel Avenue; Cedar Street Between North 26th Street to Vogel Ave., Located in the City of Abilene, Taylor County, Texas.
17. Ordinance (First Reading) Z-2022-20: Receive a Report, Hold a Discussion and Take Action on a Request from Choi Fser Ventures, LLC to Change the Zoning of Approximately 3.37 Acres from Agricultural Open (AO) to General Commercial (GC)
18. Ordinance (First Reading) Z-2022-21: Receive a Report, Hold a Discussion, and Take Action on a Request from Pak Harris Enterprises Ltd, Represented by Harris Acoustics Ltd, to Change the Zoning of Approximately 4.76 Acres from Heavy Commercial (HC) to General Commercial (GC)

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

13. Resolution: Receive a Report, Hold a Discussion and Take Action on approving the Special Events Permit Policy
[TABLED]

Adoption of the item would approve the Special Events Permit Policy, that will create one location where citizens and organizations can access the Special Event Application, make payments, and access all City of Abilene resources needed to support an event.

Having pulled the item, Councilmember Price wanted to have a discussion in regards to the part of the permit process on street closures that require businesses to have 51% approval from businesses in the area. His concern is that there is no requirement of notification of all impacted businesses and that requirement should be added to the policy.

Mayor Pro-tem Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Price moved to table the item. Councilmember Beard seconded the motion. Motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

REGULAR AGENDA

19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending and Renumbering the Street Maintenance Fee Ordinance
[ASSIGNED ORDINANCE NO. 47-2022]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend the Code to remove conflicting information in the Street Maintenance Fee Schedule within Section 29-172, adding language to clarify that the fees are provided within the City's Fees and Charges Ordinance, as well as renumber the Code section to 29-181, to mirror the numbering listed in the current Code of Ordinances.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the city council:

- David Swart – spoke about the rising Street Maintenance Fee and his concern that it will put “mom-and-pop” stores out of business.

With no other speakers coming forward, the public hearing was closed.

Councilmember Price moved to approve the item as presented. Councilmember Craver seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

20. Ordinance (Final Reading) TC-2022-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Griffith Lake Estates, LLC Represented by Jacob & Martin to Abandon the Entire southern portion of the Existing Scottish Road south of E. Stamford Road in Abilene, Taylor County, Texas **[ASSIGNED ORDINANCE NO. 48-2022]**

Councilmember Price had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would abandon the entirety of the existing unimproved right-of-way at the above referenced property.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the city council:

- Tal Filingham, agent for the developer – stated that this request is to support a multi-family and retail development and asked for the council's support.
- Ryan Goodwin – spoke in support of the item, but stated his concern regarding the entrance onto I20, which is a one way street. He would like to see a right turn only lane added there.
- Patrick Batten – spoke in support of the item.

With no other speakers coming forward, the public hearing was closed.

Deputy Mayor Pro-tem Albus moved to approve the item as presented. Councilmember Craver seconded the motion; motion carried.

AYES (4): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Beard and Craver
NAYS (0): None

ABSTAIN (1): Councilmember Price

ABSENT (2): Mayor Williams and Councilmember McAlister

21. Ordinance (Final Reading) Z-2022-12: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Griffith Lake Estates Represented by Jacob & Martin, LLC to Change Zoning Of Approximately 30.7 Acres from Agricultural Open (AO) and Residential Multi-Family (MF) to Residential Multi-Family (MF) and General Commercial (GC)
[ASSIGNED ORDINANCE NO. 49-2022]

Councilmember Price had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open (AO) and Residential Multi-Family (MF) to Residential Multi-Family (MF) and General Commercial (GC).

Mayor Pro-tem Hurt opened the public hearing. The following addressed the city council:

- Tal Filingham, agent for the developer – stated that this request is to support the multi-family retail development that was already presented during the last item.

With no other speakers coming forward, the public hearing was closed.

Councilmember Beard moved to approve the item as presented. Councilmember Craver seconded the motion; motion carried.

AYES (4): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Beard and Craver
NAYS (0): None
ABSTAIN (1): Councilmember Price
ABSENT (2): Mayor Williams and Councilmember McAlister

EXECUTIVE SESSION

Mayor Pro-tem Hurt recessed into Executive Session at 9:24 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 22. D. 551.071 (Consultation with Attorney)
 - 1. Allstate Fire & Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene
- 22. D. 551.074 (Personnel Matters)
 - 1. Annual Evaluation of the City Secretary
 - 2. Annual Evaluation of the City Attorney
- 22. F. 551.087 (Business Prospect/Economic Development)
 - 1. Project Double Eagle II

The Executive Session ended at 10:35 a.m. and reconvened to Open Session. Mayor Pro-tem Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Incentive for Project Eagle II
[ASSIGNED RESOLUTION NO. 174-2022]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene, Inc.'s Incentive for Project Eagle II, which is Bridgestone Bandag.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the city council:

- David Swart – stated that the Great Lakes Cheese Factory has ended their job fairs even after advertising hiring over 200 positions, so they are not hiring what was expected. Mr. Swart also expressed his excitement for this Bandag expansion.

With no other speakers coming forward, the public hearing was closed.

Councilmember Beard moved to approve the item as presented. Deputy Mayor Pro-tem Albus seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

24. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:24 a.m. and ended at 10:35 a.m. No votes or actions were taken at that time.

Mayor Pro-tem Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Beard moved to approve the annual evaluation of the City Secretary. Deputy Mayor Pro-tem Albus seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

25. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:24 a.m. and ended at 10:35 a.m. No votes or actions were taken at that time.

Mayor Pro-tem Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Craver moved to approve the annual evaluation of the City Attorney. Deputy Mayor Pro-tem Albus seconded the motion; motion carried.

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

26. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager
[NOT CONSIDERED]
27. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge
[NOT CONSIDERED]

ADJOURNMENT

There being no further business, the meeting adjourned at 10:55 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement for Information Technology Services (Michael Rice)

GENERAL INFORMATION

The City of Abilene's I.T. Director has informed Administration he will be relocating out of Texas due to personal issues, and his last working day will be October 7, 2022. I.T. Infrastructure and Operations are critical for the successful operations of all City Departments. Therefore, Staff recommends the approval of a 6 month professional services agreement with the current I.T. Director (Robert "BOB" von Wolffradt), to take effect after he has terminated his employment with the city of Abilene.

Bob has valuable knowledge and experience with the city of Abilene's I.T. infrastructure and I.T. operations, and keeping Bob on retainer is very important as Abilene searches for their next I.T. Director.

SPECIAL CONSIDERATIONS

The City of Aiblne has engaged the services of SGR to conduct a professional search for the City of Abilene's I.T. Director.

FUNDING/FISCAL IMPACT

The professional services agreement is structured with a bi-weekly retainer plus a maximum of 40 working hours bi-weekly at an hourly rate. The combined retainer plus 40 working hours bi-weekly is equivalent to the I.T. Director salary (without employee benefits) as of October 7, 2022.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution.Professional Services Agreement.Robert von Wolffradt
2. Presentation-Prof Serv Agreement for I.T. Services.2022.10.13
3. Prof Servcs Cont BobvW Oct 10 2022a

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
CONTRACT BETWEEN THE CITY OF ABILENE AND ROBERT VON WOLFFRADT FOR I.T.
SERVICES**

WHEREAS, The City of Abilene's I.T. Director, Robert “Bob” von Wolffradt, has informed Administration he will be relocating out of Texas due to personal issues; and,

WHEREAS, Bob’s last working day will be October 7, 2022; and,

WHEREAS, Bob has valuable knowledge and experience with the city of Abilene's I.T. infrastructure and I.T. operations, and keeping Bob on retainer is very important as Abilene searches for their next I.T. Director.

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

- PART 1: The City Council authorizes the City Manager to execute an agreement with Robert von Wolffradt.
- PART 2: That the agreement is for a 6 month period beginning after Bob von Wolffradt has terminated his employment with the City of Abilene.
- PART 3: That this resolution will take effect immediately from and after passage.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Professional Services Agreement for I.T. Services *(Michael Rice)*





Resolution: Professional Services Agreement for I.T. Services

The City of Abilene's I.T. Director, Robert “Bob” von Wolffradt, has informed Administration he will be relocating out of Texas due to personal issues

Bob’s last working day - October 7, 2022

Bob has valuable knowledge and experience with the city of Abilene's I.T. infrastructure and I.T. operations, and keeping Bob on retainer is very important as Abilene searches for their next I.T. Director





Resolution: Professional Services Agreement for I.T. Services

Questions ?





PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 10th day of October, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Robert von Wolffradt. (“Professional”).

The City is engaged in Technology Services, and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A 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 professionals 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 professional.

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by [Click or tap here to enter text.](#)

II. PAYMENT

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

III. ASSIGNMENT

The Professional 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. 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.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this contract, including any duplicate copies kept by Professional. The Professional 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.

VIII. 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.

“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.

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

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

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

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional’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 Professional or Professional’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 Professional.

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

BOTH CITY AND PROFESSIONAL EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE PROFESSIONAL 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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

(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>
___1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___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)
___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)

- ___ 4. Professional Liability \$500,000 combined single limit
(per occurrence)
- ___ 5. See Addendum for Special
Coverages and/or revisions
- X 6. No Insurance Required

X. 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.

XI. TERMINATION

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

If, through any cause, the Professional fails to fulfill his obligations under this contract, or if the Professional 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 Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional 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 Professional. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. 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: Michael Rice
Assistant City Manager
City of Abilene, Texas

Professional - ATTN:
Robert von Wolffradt
1517 S Saddle Lakes Dr
Abilene. TX 79602

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Professional, 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. Professional must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XV. NO INDEBTEDNESS

Professional 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. Professional 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.

XVI. 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.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

XIX. 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 Professional. The Professional 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 Professional 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.

XX. 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.

XXI. 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.

XXII. SECTIONS AND OTHER HEADINGS

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.

XXIII. 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}

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

CITY OF ABILENE

PROFESSIONAL

By:

By: Robert von Wolffradt

Title:

Title: Senior Technology Consultant

Address: 1517 S Saddle lakes Dr

Phone Number:

325.676.6396

ATTEST:

Federal Tax ID#:

ATTEST: (if corporation)

N/A

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Services are performed remotely, through the Internet and Telecommunications.

The term of this agreement is from October 24, 2022 through April 24, 2023.

Assist the Interim Director and/or the Director of the Information Technology Department, and/or the Assistant City Manager with services including, but are not limited to:

IT Operations

- Network & Partners

- Storage/recovery

- Department support

- Cyber Security

- Personnel

- Training

- Tech Fund

System Administrator Duties

- Google Suite of Applications

- Google Vault

- Public Disclosures searches

- Security/investigations

- Cyber Training console

PD (Continuous) / EOC Relocation efforts

911 Board, revenue/expenditures/addressing/coordination

MUNIS Project Implementation

Downtown Broadband Options

Heritage Square Library Technology

Security cameras and access controls multiple facilities

MS Azure & Microsoft licensing recovery

Technology Debt Management

Performance Measurements

Various IT Audits

Departmental Services

Transition w/AMS Global - Convention Center

Public Disclosure/Records/Investigations

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 \$76.85 per hour, up to a Maximum of 40 Hours Bi-weekly, plus a Stipend Flat Fee of \$3,074 paid Bi-weekly.

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, subprofessionals, 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 must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, 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.

OPTION 3

Payment is a fixed fee amount of \$Click or tap here to enter text payable \$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 subprofessionals, 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.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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) __

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.

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

(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;

(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.

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Bob von Wolffrad, Technical/Back up

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Safety/Security Cameras and Access Controls (*Michael Rice*)

GENERAL INFORMATION

The City is continuing to improve the safety and security of city facilities for the general public and employees. The purchase request is the latest procurement to support this effort.

SPECIAL CONSIDERATIONS

none

FUNDING/FISCAL IMPACT

Included in approved budgets.

STAFF RECOMMENDATION

Approve the purchase of the safety and security cameras and door access controls for \$386,727.83 from Sigma Surveillance, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION Safety Security Cameras Access Controls Sep 23 2022
2. Sigma Surveillance (STS360)_Verkada - IT Services Contract_signed_w atchs (Updated)
3. Safety Security Cameras Access Controls SLIDES Sep 27 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDERS
ASSOCIATED WITH INSTALLING THE SAFETY AND SECURITY CAMERAS AND
ACCESS CONTROLS AT VARIOUS CITY FACILITIES WITH SIGMA
SURVEILLANCE INCORPORATED.**

WHEREAS, The City has standardized on cost-effective and efficient safety and security solutions, including access control systems that minimize resource and maintenance costs over five years; and

WHEREAS, Since June 2020, the City has compared, tested and installed the systems in the Departments of Information Technology, Community Services, Health, Zoo, City Hall, Minter Park, the Armory, Everman Park, Everman Park Tunnels, Water Department, Convention Center, and Police Impound Lot.; and

WHEREAS, purchases are made utilizing the Texas Department of Information Resources (DIR) and/or BuyBoard Contract pricing for government and include a ten (10) year warranty on cameras with five (5) year licenses, wiring and installation; and

WHEREAS, work orders to be executed include the Animal Services (\$57,290.29), South Branch Library (\$68,653.07), North Branch Library (\$63,088.32), Mercy Clinic (\$71,088.14), Health (\$30,805.13), and City Hall (\$95,802.88). The total of these work orders is \$386,727.83, including all wiring and installation services..

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

Part 1: The City Council authorizes the City Manager to execute the contract and work orders for safety and security cameras and door access controls for \$386,727.83 from Sigma Surveillance, Inc.

Part 2: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 21st day of September 2022 is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Sigma Surveillance Inc dba ST\$360 a Corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide Cloud Video Surveillance services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 365 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

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

VII. 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.

VIII. 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) 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.

“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.**

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Contractor 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 Contractor 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 Contractor 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
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT 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>
☒ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ 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)
☒ 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)
☐ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	
☐ 6. No Insurance Required	

X. 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.

XI. 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: Ted Harvey
325.676.6295
ted.harvey@abilenetx.gov
555 Walnut St, City of Abilene, Texas 79601

Contractor - ATTN: Sigma Surveillance Inc
John Hoffman
14229 Proton Rd
Dallas TX 75244

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, 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. Contractor must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIII. NO INDEBTEDNESS

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 and interest. Contractor 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.

XIV. 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.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

XVII. 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 Professional. The Service Contractor 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 Service Contractor 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.

XVIII. 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.

XIX. 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.

XX. SECTIONS AND OTHER HEADINGS

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.

XXI. 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}

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By: John Hoffman

Title: Executive Vice President

Address: 14229 Proton Rd
Dallas TX 75244

Phone Number: 469-212-6022

Federal Tax ID #: 20-2542335

ATTEST:

City Secretary

APPROVED:

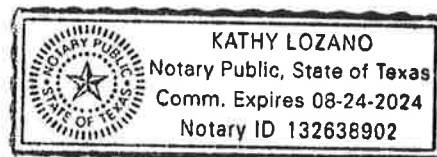
City Attorney

ATTEST: (If Corporation)



Corporation's Secretary

Corporate Seal (If available):



ATTACHMENT A
SCOPE OF SERVICES

Quotes are appended to this document and described below:

COA20221506 (Animal Services)
COA20220607 (City Hall Video)
COA20211020 (Mercy)
COA20221603 (Health Building)
COA20220305 (Mall Library)
COA20220305 (Mockingbird Branch)

ATTACHMENT B

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 contractors'/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 contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, 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 Contractor 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 contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor 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. Contractor 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 (2) no later than seven (7) days after receipt by the Contractor, 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 Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor, 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 Contractor:
 - (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; (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 Contractor is representing to the City that all employees of the Contractor 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)



BILL OF MATERIALS

PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
AC41-HW	Verkada	Verkada 4 Door Controller	2	\$1,599.00	31%	\$1,103.31	\$2,206.62
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	10	\$999.00	31%	\$689.99	\$6,899.90
CB61-30E-HW	Verkada	CB61-E Outdoor Bullet Camera, 384GB, 30 Days Max	3	\$1,799.00	31%	\$1,241.31	\$3,723.93
LIC-5Y	Verkada	5 Year Camera License	13	\$899.00	31%	\$620.31	\$8,064.03
LIC-AC-5Y	Verkada	5 year Cloud License (Per Door)	5	\$999.00	31%	\$689.31	\$3,446.55
Z7252EQ6PKA	SDC	7252 SDC 12/24VDC REX ECLIPSE626 6PKA	4	\$480.00	33%	\$319.88	\$1,279.52
WPT	SDC	Wireless Power Transfer Device	5	\$445.00	32%	\$302.36	\$1,511.80
920PTNNEK00000	HID	iCLASS S Contactless SmartCard Reader Wall Switch	4	\$361.73	39%	\$218.87	\$875.48
910PTNNEK00000	HID	RP15 MultiCLASS Reader SE Reader, Standard PROX, Standard, Wiegand, Pigtail, Black	1	\$361.99	37%	\$226.92	\$226.92
MC-4	SDC	SPDT .5A CONCEALED MAG SW	5	\$57.00	35%	\$37.02	\$185.10
RX-MEL-25-V-NL US26D 36 LHR LBR	FALCON LOCK	MOTORIZED LATCH RETRACTION REQ2EXIT,LBR	1	\$2,896.00	38%	\$1,803.04	\$1,803.04
77-240-2B	Superior Essex	4x23 CAT 6 CMP Blue 1,000ft Box	3	\$499.00	33%	\$334.54	\$1,003.62
31951099	Genesis	Access Control Plenum 1000 RI Profusion®	2	\$1,299.00	29%	\$926.89	\$1,853.78
MISC	STS360	Misc. Accessories and Consumables (Conduit)	1	\$10,500.00	40%	\$5,250.00	\$5,250.00
TPM	STS360	Management and Programming	1	\$5,400.00	40%	\$2,700.00	\$2,700.00
LABOR	STS360	Project Implementation and Installation	1	\$25,500.00	40%	\$12,750.00	\$12,750.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$7,020.00	40%	\$3,510.00	\$3,510.00
TOTAL							\$57,290.29



BILL OF MATERIALS							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
CD62-30E-HW	Verkada	CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	5	\$1,699.00	31%	\$1,172.31	\$5,861.55
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	22	\$999.00	31%	\$689.31	\$15,164.82
ACC-MNT-2	Verkada	Arm Mount	5	\$89.00	31%	\$61.41	\$307.05
ACC-MNT-1	Verkada	Pendant Cap Mount for D30 / D50	5	\$59.00	31%	\$40.71	\$203.55
LIC-5Y	Verkada	5 Year Camera License	29	\$899.00	31%	\$620.31	\$17,988.99
ACC-MNT-9	Verkada	Pole Camera Mount for CB61 Bullet	2	\$209.00	31%	\$144.21	\$288.42
CB61-30TE-HW	Verkada	TE Outdoor Bullet Camera, 30 Days	2	\$1,899.00	31%	\$1,310.31	\$2,620.62
CV-D13SPUSA-US	Cambium	cnVision Client MICRO 13 dBi IP55 (FCC) (US cord)	2	\$375.99	22%	\$293.94	\$587.88
CVH00RPUSA-US	Cambium	cnVision Hub 360 integrated 8dBi omni IP67 (FCC) (US cord)	2	\$465.99	22%	\$362.03	\$724.06
C000000L065A	Cambium	Gigabit Surge Suppressor (30V)	4	\$48.60	17%	\$40.24	\$160.96
MXEX2010Px-A-U	Cambium	cnMatrix EX2010-P, Intelligent Ethernet PoE Switch, 8 1G and 2 SFP fiber ports - USA power cord	2	\$795.64	17%	\$658.79	\$1,317.58
NBB141207	L-COM	ENCL,FRP BK 14X12X7" W/120VAC	2	\$750.00	22%	\$584.97	\$1,169.94
HGX-PMT28	L-COM	MNT,NEMA 4-7INCH POLE MNT	2	\$119.99	22%	\$93.08	\$186.16
NB14-RP10F	L-COM	REPLACEMENT PLATE FOR ENCLOSURE	2	\$274.99	22%	\$213.89	\$427.78
77-240-2B	Superior Essex	23/4PR CAT6 CMP/FT6 1M BX BLU	8	\$499.00	30%	\$349.19	\$2,793.52
MISC	STS360	Misc. Accessories and Consumables (LIFT RENTAL)	1	\$7,700.00	40%	\$3,850.00	\$3,850.00
TPM	STS360	Management and Programming	1	\$9,900.00	40%	\$4,950.00	\$4,950.00
LABOR	STS360	Project Implementation and Installation	1	\$54,900.00	40%	\$27,450.00	\$27,450.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$11,700.00	40%	\$5,850.00	\$5,850.00
ELECTRICAL	STS360	Electrician - Tap Existing Power On Pole - Set 110 Outlet inside NEMA enclosure - Poles must have constant power	1	\$7,800.00	40%	\$3,900.00	\$3,900.00
TOTAL							\$95,802.88



BILL OF MATERIALS							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
BC51-HW	Verkada	BC51 Alarm Console	2	\$999.00	31%	\$689.31	\$1,378.62
BP41-HW	Verkada	BP41 Alarm Panel	1	\$999.00	31%	\$689.31	\$689.31
CB61-30E-HW	Verkada	CB61-E Outdoor Bullet Camera, 384GB, 30 Days Max	7	\$1,799.00	31%	\$1,241.31	\$8,689.17
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	6	\$999.00	31%	\$689.99	\$4,139.94
LIC-5Y	Verkada	5 Year Camera License	13	\$899.00	31%	\$620.31	\$8,064.03
LIC-BA-5Y	Verkada	5 Year Alarm License	1	\$5,999.00	31%	\$4,139.31	\$4,139.31
LIC-BC-5Y	Verkada	5 Year Alarm Console License	2	\$999.00	31%	\$689.31	\$1,378.62
AC41-HW	Verkada	Verkada 4 Door Controller	1	\$1,599.00	31%	\$1,103.31	\$1,103.31
LIC-AC-5Y	Verkada	5 year Cloud License (Per Door)	4	\$999.00	31%	\$689.31	\$2,757.24
ACC-BAT-4AH	Verkada	4AH Backup Battery	2	\$99.00	31%	\$68.31	\$136.62
FPO75/150-C4D8E1	Life Safety Power	Four Door Access Control (12 and 24 Volt 75W/150W Output)	1	\$698.00	29%	\$498.50	\$498.50
920PTNNEK00000	HID	MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keyset, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black	4	\$361.73	39%	\$218.87	\$875.48
NC450 US32D	Allegion	NC450 US32D LBM Light-duty Electric strike for cylindrical locks and select Mortise	2	\$240.00	48%	\$124.20	\$248.40
LR100MDK	SDC	MARKS 9900VR ELR KIT	1	\$683.00	29%	\$482.83	\$482.83
QELA-3327A-NL-US26D-3'-LHR-LBR-386-US26D-266-US19-LBS-PBT=US32D-SNB	Allegion	Von Duprin 33 Electrified Exit Device	1	\$4,650.00	31%	\$3,211.92	\$3,211.92
LD-3327A-NL-US26D-3'-LHR-LBR-386-US26D-266-US19-LBS-PBT=US32D-SNB	Allegion	Von Duprin 33 Mechanical Exit Device	1	\$3,600.00	31%	\$2,485.48	\$2,485.48
798-12	Allegion	Schlage Door Cord 12"x1/2" Armored Cable	2	\$97.70	32%	\$66.13	\$132.26
MC-4	Security Door Controls	Magnetic Switch, SPDT, 50 Milliampere at 30 Volt DC, 0.75" Diameter x 1" Depth Door/Frame, 0.5" Gap, Off White	4	\$54.00	31%	\$37.02	\$148.08
77-240-2B	Superior Essex	23/4PR CAT6 CMP/FT6 1M BX BLU	4	\$499.00	30%	\$349.19	\$1,396.76
31955099	Honeywell	18(4)+22(2+4+6)1S CMP PROFN 500	2	\$650.99	29%	\$461.99	\$923.98
269R	Honeywell	Hold-Up Switch Double-Pole Double-Throw, Stainless Steel	2	\$31.78	33%	\$24.14	\$48.28
MISC	STS360	Misc. Accessories and Consumables batteries and lift rental - Shipping	1	\$6,000.00	40%	\$3,000.00	\$3,000.00
TPM	STS360	Management and Programming	1	\$7,200.00	40%	\$3,600.00	\$3,600.00
LABOR	STS360	Project Implementation and Installation	1	\$37,400.00	40%	\$18,700.00	\$18,700.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$5,720.00	40%	\$2,860.00	\$2,860.00
TOTAL							\$71,088.14
STS360 will provide (7) Exterior 5MP bullet cameras, (6) Interior 5MP dome cameras with all supporting 5-year cloud licenses. STS360 will provide all programming, installation, focusing and configuration of cameras. STS360 will provide (1) 4-Door Controller, with (4) HID readers and supporting 5-year Cloud licenses. STS360 will provide and install all new electrified lockgin hardware and strikes. STS360 will provide all access control programming. For the intrusion, STS360 will provide 2 new touch screen alarm consoles, and new Verkada Alarm panel with all required 5-year alarm system and console licenses. STS360 will connect and terminate all exiting intrusion devices on to new panel. Assumes all intrusion devices are in working order. No conduit or electrical work included as part of this proposal. STS360 will supply lift as needed.							

OPTION: If intrusion devices need to be replaced here are the costs.							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
BR11-HW	Verkada	Verkada BR11 Wired Motion Sensor	1	\$99.00	40%	\$59.88	\$59.88
BR12-HW	Verkada	BR12 Wired Surface Mount Door Contact	1	\$99.00	40%	\$59.88	\$59.88
DT8035V	Honeywell	DT8035V DUAL TEC Motion Sensor	1	\$85.00	43%	\$48.15	\$48.15

COST PER DEVICE REPLACMENT							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
INSTALL	STS360	PER INTRUSION DEVICE	1	\$300.00	40%	\$150.00	\$150.00
TOTAL							\$150.00



BILL OF MATERIALS							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
AC41-HW	Verkada	Verkada 4 Door Controller	2	\$1,599.00	31%	\$1,103.31	\$2,206.62
LIC-AC-5Y	Verkada	5 year Cloud License (Per Door)	5	\$999.00	31%	\$689.31	\$3,446.55
ACC-BAT-4AH	Verkada	4AH Backup Battery	4	\$99.00	31%	\$68.31	\$273.24
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	2	\$999.00	31%	\$689.31	\$1,378.62
LIC-5Y	Verkada	5 Year Camera License	2	\$899.00	31%	\$620.31	\$1,240.62
MC-4	Security Door Controls	Magnetic Switch, SPDT, 50 Milliampere at 30 Volt DC, 0.75" Diameter x 1" Depth Door/Frame, 0.5" Gap, Off White	5	\$54.00	31%	\$37.02	\$185.10
FPO75/150-C4D8E1	Life Safety Power	Four Door Access Control (12 and 24 Volt 75W/150W Output)	2	\$698.00	29%	\$498.50	\$997.00
920PTNNEK00000	HID	MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keyset, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black	5	\$361.73	39%	\$218.87	\$1,094.35
NC450 US32D	Allegion	NC450 US32D LBM Light-duty Electric strike for cylindrical locks and select Mortise	3	\$240.00	48%	\$124.20	\$372.60
RS200-32D	Locknetics	RS200 RS Series Low Profile Electric Rim Strike, 1/2" Pullman Latch Throw with Multiple Spacers, Satin Stainless Steel	2	\$529.00	41%	\$311.64	\$623.28
77-240-2B	Superior Essex	23/4PR CAT6 CMP/FT6 1M BX BLU	1	\$499.00	30%	\$349.19	\$349.19
31955099	Honeywell	18(4)+22(2+4+6)1S CMP PROFN 500	4	\$650.99	29%	\$461.99	\$1,847.96
MISC	STS360	Misc. Accessories and Consumables batteries - Shipping	1	\$4,500.00	40%	\$2,250.00	\$2,250.00
TPM	STS360	Management and Programming	1	\$5,400.00	40%	\$2,700.00	\$2,700.00
LABOR	STS360	Project Implementation and Installation	1	\$21,080.00	40%	\$10,540.00	\$10,540.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$2,600.00	40%	\$1,300.00	\$1,300.00
TOTAL							\$30,805.13
STS360 will provide (2) 4-Door Controller, with (5) HID readers and supporting 5-year Cloud licenses. STS360 will provide and install all new electrified lockgin hardware and strikes. STS360 will provide all access control programming. No conduit or electrical work included as part of this proposal.							



BILL OF MATERIALS							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	16	\$999.00	31%	\$689.31	\$11,028.96
CB61-30E-HW	Verkada	CB61-E Outdoor Bullet Camera, 384GB, 30 Days Max	5	\$1,799.00	31%	\$1,241.31	\$6,206.55
LIC-5Y	Verkada	5 Year Camera License	21	\$899.00	31%	\$620.31	\$13,026.51
AC41-HW	Verkada	Verkada 4 Door Controller	1	\$1,599.00	31%	\$1,103.31	\$1,103.31
LIC-AC-5Y	Verkada	5 year Cloud License (Per Door)	2	\$999.00	31%	\$689.31	\$1,378.62
ACC-BAT-4AH	Verkada	4AH Backup Battery	2	\$99.00	31%	\$68.31	\$136.62
FPO75/150-C4D8E1	Life Safety Power	Four Door Access Control (12 and 24 Volt 75W/150W Output)	1	\$698.00	29%	\$498.50	\$498.50
920PTNNEK00000	HID	MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keyset, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black	2	\$361.73	39%	\$218.87	\$437.74
ND80JDEU/EL SPA 626 RX	Schlage	Schlage Cylindrical Lock EU/EL with Rex	1	\$1,500.00	42%	\$863.08	\$863.08
ETH4W 4545 US26D 420	Command	Electric Transfer Hinge 4 Wire	1	\$275.00	41%	\$161.29	\$161.29
RX QEL 98EO US26D 36"	Von Duprin	Rim Exit Device, Satin Chrome Smooth Finish, 3Ft, QEL Modular Conversion Kit, Field Installable Request-To-Exit Switch Kit, For Von Duprin 33/35/98/99 Series Exit Device, Von Duprin Exit Trim Night Latch US26D, LFIC Rim Cylinder Housing Schlage Style, 26D Satin Chrome, Electric Transfer Hinge 4 Wire.	1	\$4,700.00	41%	\$2,751.95	\$2,751.95
MC-4	Security Door Controls	Magnetic Switch, SPDT, 50 Milliampere at 30 Volt DC, 0.75" Diameter x 1" Depth Door/Frame, 0.5" Gap, Off White	4	\$54.00	31%	\$37.02	\$148.08
DGS-1210-28MP	D-Link	Poe+ Switch, 24 28 Port Smart Managed Layer 2+ Gigabit Ethernet with 4 Gigabit RJ45/SFP Combo Ports and 370W PoE Budget	1	\$877.00	34%	\$580.75	\$580.75
77-240-2B	Superior Essex	23/4PR CAT6 CMP/FT6 1M BX BLU	2	\$499.00	30%	\$349.19	\$698.38
31955099	Honeywell	18(4)+22(2+4+6)1S CMP PROFN 500	2	\$650.99	23%	\$503.99	\$1,007.98
MISC	STS360	Misc. Accessories and Consumables batteries - Shipping	1	\$6,000.00	40%	\$3,000.00	\$3,000.00
TPM	STS360	Management and Programming	1	\$7,500.00	40%	\$3,750.00	\$3,750.00
LABOR	STS360	Project Implementation and Installation	1	\$24,820.00	40%	\$12,410.00	\$12,410.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$7,800.00	40%	\$3,900.00	\$3,900.00
TOTAL							\$63,088.32
STS360 will provide (16) Interior 5MP dome cameras with all supporting 5-year cloud licenses. STS360 will provide (5) exterior 4k bullet cameras with all supporting 5-year cloud licenses. STS360 will provide all programming, installation, focusing and configuration of cameras. STS360 will provide (1) 4-Door Controller, with (2) HID readers and supporting 5-year Cloud licenses. STS360 will provide and install all new electrified lockgin hardware and strikes. STS360 will provide all access control programming. . STS360 will supply lift as needed.							



BILL OF MATERIALS							
PART #	MFG.	DESCRIPTION	QTY.	MSRP	DISCOUNT	UNIT PRICE	EXT PRICE
CD42-256-HW	Verkada	CD42 Indoor Dome Camera, 256GB, 30 Days Max	21	\$999.00	31%	\$689.31	\$14,475.51
CB61-30E-HW	Verkada	CB61-E Outdoor Bullet Camera, 384GB, 30 Days Max	2	\$1,799.00	31%	\$1,241.31	\$2,482.62
LIC-5Y	Verkada	5 Year Camera License	23	\$899.00	31%	\$620.31	\$14,267.13
AC41-HW	Verkada	Verkada 4 Door Controller	1	\$1,599.00	31%	\$1,103.31	\$1,103.31
LIC-AC-5Y	Verkada	5 year Cloud License (Per Door)	4	\$999.00	31%	\$689.31	\$2,757.24
ACC-BAT-4AH	Verkada	4AH Backup Battery	2	\$99.00	31%	\$68.31	\$136.62
FPO75/150-C4D8E1	Life Safety Power	Four Door Access Control (12 and 24 Volt 75W/150W Output)	1	\$698.00	29%	\$498.50	\$498.50
920PTNNEK00000	HID	MultiClass Reader, RP40, Wall Switch, HID/AWID/EM4102 Prox, SIO/SEOS + Legacy, Std Ver. 1 Keyset, Wiegand, Pigtail Cable: 18" (0.45m), Idel LED: Red, Response: Green LED, 1 Beep, Black	4	\$361.73	39%	\$218.87	\$875.48
ND80JDEU/EL SPA 626 RX	Schlage	Schlage Cylindrical Lock EU/EL with Rex	4	\$1,500.00	42%	\$863.08	\$3,452.32
ETH4W 4545 US26D 420	Command	Electric Transfer Hinge 4 Wire	4	\$275.00	41%	\$161.29	\$645.16
MC-4	Security Door Controls	Magnetic Switch, SPDT, 50 Milliampere at 30 Volt DC, 0.75" Diameter x 1" Depth Door/Frame, 0.5" Gap, Off White	4	\$54.00	31%	\$37.02	\$148.08
DGS-1210-28MP	D-Link	Poe+ Switch, 24 28 Port Smart Managed Layer 2+ Gigabit Ethernet with 4 Gigabit RJ45/SFP Combo Ports and 370W PoE Budget	1	\$877.00	34%	\$580.75	\$580.75
77-240-2B	Superior Essex	23/4PR CAT6 CMP/FT6 1M BX BLU	2	\$499.00	30%	\$349.19	\$698.38
31955099	Honeywell	18(4)+22(2+4+6)1S CMP PROFN 500	3	\$650.99	23%	\$503.99	\$1,511.97
MISC	STS360	Misc. Accessories and Consumables batteries and lift rental - Shipping	1	\$6,000.00	40%	\$3,000.00	\$3,000.00
TPM	STS360	Managemnt and Programming	1	\$7,500.00	40%	\$3,750.00	\$3,750.00
LABOR	STS360	Project Implementation and Installation	1	\$32,640.00	40%	\$16,320.00	\$16,320.00
WARRO1	STS360	1 Year Onsite Parts and Labor Warranty	1	\$3,900.00	40%	\$1,950.00	\$1,950.00
TOTAL							\$68,653.07
STS360 will provide (21) Interior 5MP dome cameras with all supporting 5-year cloud licenses. STS360 will provide (2) exterior 4k bullet cameras with all supporting 5-year cloud licenses. STS360 will provide all programming, installation, focusing and configuration of cameras. STS360 will provide (1) 4-Door Controller, with (4) HID readers and supporting 5-year Cloud licenses. STS360 will provide and install all new electrified lockgin hardware and strikes. STS360 will provide all access control programming. . STS360 will supply lift as needed.							

City Council Meeting

October 13, 2022





Safety and Security Cameras and Access Controls

- The city standardized on the most cost effective and efficient safety and security camera and door access control system with Sigma Surveillance Inc. in 2020.
- Previous installations include the Departments of Information Technology, Community Services, Health, Zoo, Minter Park, Armory, Everman Park, Everman Park Tunnels, Water , Convention Center, and Police Impound Lot.
- Purchases are through the Texas Department of Information Technology and/or BuyBoard with government pricing and include a ten (10) year warranty on cameras with five (5) year licenses, wiring, and installation.





- The work orders for Council approval include the Animal Services (\$57,290.29), South Branch Library (\$68,653.07), North Branch Library (\$63,088.32), Mercy Clinic (\$71,088.14), Health (\$30,805.13), and City Hall (\$95,802.88). The total of these work orders is \$386,727.83.





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Bob von Wolffrad, Technical/Back up

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Completing the City-Wide Voice Over Internet Protocol (VoIP) by Installing and Connecting Equipment at East Lake Road, Hamby, North Library and South Library City Facilities
(Michael Rice)

GENERAL INFORMATION

The City has previously implemented Voice Over Internet Protocol (VOIP) services including inter-city 4-digit dialing in most City facilities. The City is now ready to complete the installations at the remaining City Facilities.

The City is scheduling the VOIP installations at East Lake Road, Hamby, North Library, and the South Library with Telecom Unlimited for up to 80 phones, software, hardware, and associated equipment for \$99,530.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Included in approved budgets.

STAFF RECOMMENDATION

Approve the implementation of Voice Over Internet Protocol (VoIP) for the non-served remaining City Facilities, East Lake Rd, Hamby, North Library and the South Library.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION VoIP Telecom Unlimited Sep 23 2022
2. CoA - Toshiba Replacement Project - ContractsManual-ProfessionalServices - Completed Oct 22
3. Voice Over Internet Protocol Installations Sep 23 2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDERS ASSOCIATED WITH INSTALLING VOICE OVER INTERNET PROTOCOL 4 DIGIT DIALING FOR CITY FACILITIES AT EAST LAKE ROAD, HAMBY, NORTH LIBRARY, AND SOUTH LIBRARY TELECOM UNLIMITED.

WHEREAS, The City has previously implemented Voice Over Internet Protocol (VOIP) services including inter-city 4-digit dialing in most City facilities; and

WHEREAS, the City is now ready to complete the installations at the remaining City Facilities; and

WHEREAS, the City has used the services of the original installer of the City's phone systems to support and maintain the installed software and hardware since the original installation; and

WHEREAS, the City is scheduling the VOIP installations at East Lake Road, Hamby, North Library, and the South Library with Telecom Unlimited for up to 80 phones, software, hardware, and associated equipment for \$99,530.

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

Part 1: The City Council authorizes the City Manager to execute the contract and work orders for the remaining City facilities to receive VoIP communication services for \$99,340 from Telecom Unlimited.

Part 2: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 7th day of October, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Telecommunications Unlimited, Inc dba Telecom Unlimited, a Corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide VoIP Installation services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 180 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

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

VII. 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.

VIII. 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) 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.

“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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Contractor 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 Contractor 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 Contractor 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
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT 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>
<i>gs</i> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<i>gs</i> 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)
<i>gs</i> 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)
<i>gs</i> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	
___ 6. No Insurance Required	

X. 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.

XI. 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: Mike Harmon
 555 Walnut St.
 Abilene, TX 79601

Contractor - ATTN: John Brogan
 2094 Industrial
 Abilene, TX 79602

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, 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. Contractor must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIII. NO INDEBTEDNESS

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 and interest. Contractor 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.

XIV. 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.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

XVII. 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 Professional. The Service Contractor 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 Service Contractor 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.

XVIII. 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.

XIX. 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.

XX. SECTIONS AND OTHER HEADINGS

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.

XXI. 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}

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

City Attorney

SERVICE CONTRACTOR

By: *John Brogan*

Title: *President*

Address: *2094 Industrial
Abilene, TX 79602*

Phone Number:
325-690-9500

Federal Tax ID #:
75-2437921

ATTEST: (If Corporation)

John Brogan

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A
SCOPE OF SERVICES

Attached Purchase Agreement with itemized equipment and services.



Abilene Office: 2094 Industrial, Abilene, TX, 79602
 325-690-9500 FAX: 325-690-6590
www.telecomunlimited.com
 Midland Office: 432-520-3481
 El Paso Office: 915-533-2400

Replace Toshiba Systems - Remaining

Date: Revised July 14, 2022 (Pricing Valid for 60 Days)

Company Name:	Company Contact (Name/Phone#):	Salesperson Contact:
City of Abilene	Mike Harmon / 325-660-6400	John Brogan john@telecomunlimited.com
Billing Address:	Installation Address	Warranty Term:
	Multiple Locations on East Lake Road	Materials: Varies Labor: 1 Year
City, State, Zip:	City, State, Zip:	
	Abilene, TX	

	Description of Equipment or Services	Qty.	Unit	Total
2	PCS Gateway Equipped w/ Small Chassis, External Battery	4	4,360	17,440
3	Box, PCS-3 Board, GD-4 Board, APA8 Board w/ CLID,			
4	8770 Redundancy, Passive Communication Server License			
5	IP Premium User License w/ OpenTouch and ENS	80	159	12,720
6	ALE-300 Premium Color Display Speakerphone	80	355	28,400
7	Annual Software Support Service, Incl. ENS			1,780 Annual Recurring
8	Installation, Programming, End-User Training			22,000
9				
10	R100 Upgrade			N/C
11	Annual Software Support			240 Annual Recurring
12	ALE On-Site & Telecom Unlimited Professional Services			16,850

Notes/Scope of Work:

1. Install PCS gateways and phones at 4 locations: East Lake Road (50), Hamby (10), N Library (10), Mall Library (10).
2. CoA to provide network drop with PoE at each phone location.
3. CoA to provide network to City Hall, as well as 2 analog lines at each site to be used for the PCS failover.
4. Upgrade OXE (2 servers) to R100-Purple, upgrade OV (1 server) to R5.0, upgrade SBC (2 servers) to R7.4, upgrade OpenTouch (1 server) to R2.6, upgrade ENS (1 server) to 3.1.14.

Limitation of Liability - Liability of Telecom Unlimited (TU) shall not exceed the purchase price of any product or service that gives rise to a claim. TU shall not be liable for any incidental, indirect, or consequential loss arising out of this agreement, including losses due to use of telecom carrier services. For personal injury caused by TU's negligence, TU's liability shall be limited to proven damages to person. No action may be taken against TU more than 12 months after a cause.	Total (Taxes Not Included):	99,430
	Advance Payment:	

Authorized Signature

Print Name & Title

Date

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

Contractor 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 \$99,430.00 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 Contractor 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 Contractor has been notified.

ATTACHMENT C

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 contractors'/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 contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, 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 Contractor 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 contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor 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. Contractor 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

(2) no later than seven (7) days after receipt by the Contractor, 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 Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor, 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 Contractor:
 - (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;

(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 Contractor is representing to the City that all employees of the Contractor 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Resolution

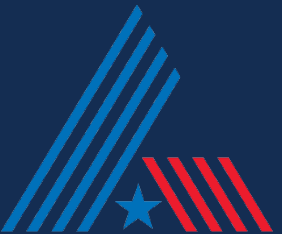


Voice Over Internet Protocol (VoIP) phone system

- The City is entering it's final stage of converting analog phone systems to VoIP.
- The City has previously implemented Voice Over Internet Protocol (VOIP) services including inter-city 4-digit dialing in most City facilities.
- City has scheduling the VOIP installations at East Lake Road, Hamby, North Library, and the South Library with Telecom Unlimited for up to 80 phones, software, hardware, and associated equipment for \$99,530.
- Telecomm Unlimited is of the original installer of the City's phone systems and has been supporting and maintaining the installed software and hardware for three years



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials Bid #CB-2261 (*Max Johnson*)

GENERAL INFORMATION

The City of Abilene Street Services Division is requesting the City Council award bids, by resolution, for materials used in the maintenance and rehabilitation of the street and alley system. Notices were published in the Abilene Reporter News on August 21, 2022 and August 28, 2022, and bids were opened on September 8, 2022. The following table lists the individual materials bids, staff recommended bidder and unit price bid. Item #16 shall not be awarded as no bids were received.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the materials is available in the 2022/2023 general operating budget for Street Maintenance Fund

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution CB-2261 Streets materials
2. CB2261 TABSHEET-STREET MAINTENANCE MATERIALS
3. PP_Resolution Award of Bid CB-2261 - 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BULK MATERIALS SUPPLY CONTRACTS TO VARIOUS VENDORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PURCHASES

WHEREAS, the City of Abilene Street Services Division is requesting the City Council award bids, for materials used in the maintenance of street and alley system; and

WHEREAS, the City of Abilene duly advertised and gave such noticed, as required by law, and bids opened on September 8, 2022; and

WHEREAS, the following table lists the individual materials bid, and the staff recommended bidder and unit price bid:

Limestone Rock Asphalt Type CC	Vulcan Const. Materials	\$ 121.49/Per Ton
Hot Mix Type D – Delivered	Vulcan Const. Materials	\$ 90.82/Per Ton
Hot Mix Type D – Picked Up	Vulcan Const. Materials	\$ 81.23/Per Ton
Hot Mix Type B – Delivered	Vulcan Const. Materials	\$ 89.82/Per Ton
Hot Mix Type B – Picked Up	Vulcan Const. Materials	\$ 80.23/Per Ton
A-1 Flexible Base – Delivered	J. H. Strain & Sons Inc.	\$ 15.75/Per Ton
A-1 Flexible Base – Picked Up	J. H. Strain & Sons Inc.	\$ 8.00/Per Ton
Type A, Grade 6 Rock – Delivered	Vulcan Const. Materials	\$ 35.76/Per Ton
Type A, Grade 6 Rock – Picked Up	Vulcan Const. Materials	\$ 16.25/Per Ton
Portland Cement Type 1	Abilene Lumber BMC	\$ 13.97/Per Sack
Class A Portland Cement, 5 Sack	Vulcan Const. Materials	\$ 170.50/Per Cu Yd
Class P Portland Concrete	Vulcan Const. Materials	\$ 178.50/Per Cu Yd
Flowable Fill Concrete	Vulcan Const. Materials	\$ 155.50/Per Cu Yd
Polymer Modified Crack Sealant	Crafco Inc.	\$.63/ Per Pound
HPPM	Unique Paving Materials	\$ 160.00/Per Ton

WHEREAS, staff recommends an alternate supply contract with J.H. Strain & Sons Inc. for the purchase of Hot Mix Type D – Delivered at the price of \$91.39 per ton when the primary is not able to provide the same material within two days of notice.

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

PART 1: That the City Council award the supply contracts as listed in the table above plus delivery cost for Limestone Rock Asphalt Type CC, including the alternate contract, recommended by the Street Service's Staff and to authorize the City Manager or his designee to execute all necessary documents related to the contracts.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: STREETS
BID NO.: CB-2261
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 8, 2022

VULCAN MATERIALS
ABILENE, TX

J.H. STRAIN
TYE, TX

ABILENE LUMBER / BMC
ABILENE, TX

INGRAM CONCRETE
BROWNWOOD, TX

CRAFCO, INC.
CHANDLER, AZ

UNIQUE PAVING
CLEVELAND, OH

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	300	TON	121.49											
2.	HOT MIX, TYPE D – DELIVERED	600	TON	90.82		91.39									
3.	HOT MIX, TYPE D – PICKED UP	1,200	TON	81.23		85.00									
4.	HOT MIX, TYPE B – DELIVERED	300	TON	89.82		90.39									
5.	HOT MIX, TYPE B – PICKED UP	200	TON	80.23		85.00									
6.	A-1 FLEX BASE - DELIVERED	16,000	TON	16.35		15.75									
7.	A-1 FLEX BASE – PICKED UP	500	TON	8.00		8.00									
8.	TYPE A GRADE 6 ROCK - DELIVERED	400	TON	35.76											
9.	TYPE A GRADE 6 ROCK – PICKED UP	100	TON	16.25											
10.	PORTLAND CEMENT, TYPE I	250	SACK					13.97							
11.	CLASS A PORTLAND CEMENT, 5-SACK	200	C.Y.	170.50						170.50					
12.	CLASS P CONCRETE	50	YD	178.50						178.50					
13.	FLOWABLE FILL CONCRETE	30	YD	155.50						155.50					
14.	POLYMER MODIFIED CRACK SEALANT	110,000	LBS									.63			
15.	HPPM	400	TONS											160.00	
16.	CBS-1	5,000	GAL												
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Resolution Award of Bid Annual Street Services Division Materials Bid #CB-2261

Max Johnson





Contracted Material Costs – Item by Item (page 1 of 2)

Item	Company	Unit Price
Limestone Rock Asphalt, Type CC	Vulcan Const. Materials	\$121.49/Per Ton
Hot Mix Type D-Delivered	Vulcan Const. Materials	\$90.82/Per Ton
Hot Mix Type D-Delivered (Alternate)	J.H. Strain & Sons Inc.	\$91.39/Per Ton
Hot Mix Type D-Picked Up	Vulcan Const. Materials	\$81.23/ Per Ton
Hot Mix Type B-Delivered	Vulcan Const. Materials	\$89.82/ Per Ton
Hot Mix Type B-Picked Up	Vulcan Const. Materials	\$80.23/ Per Ton
A-1 Flex Base-Delivered	J.H. Strain & Sons Inc.	\$15.75/ Per Ton
A-1 Flex Base-Picked Up	J.H. Strain & Sons Inc.	\$8.00/ Per Ton

Alternate – This contract will be used when Vulcan Const. Materials is unable to provide Hot Mix Type D - Delivered, within 2 days of notice from the city.





Contracted Material Costs – Item by Item (page 2 of 2)

Item	Company	Unit Price
Type A, Grade 6 Rock-Delivered	Vulcan Const. Materials	\$35.76/ Per Ton
Type A, Grade 6 Rock-Pick Up	Vulcan Const. Materials	\$16.25/ Per Ton
Portland Cement Type I	Abilene Lumber BMC	\$13.97/Per Sack
Class A Portland Cement, 5 Sack	Vulcan Const. Materials	\$170.50/ Per Cu Yd
Class P Concrete	Vulcan Const. Materials	\$178.50/ Per Cu Yd
Flowable Fill Concrete	Vulcan Const. Materials	\$155.50/ Per Cu Yd
Polymer Modified Crack Sealant	Crafco Inc.	\$.63/ Per Pound
HPPM	Unique Paving Materials	\$160.00/ Per Ton





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2266 Water Department Street And Miscellaneous Repair Work 2022-2023 to Bontke Brothers, Inc. (*Max Johnson*)

GENERAL INFORMATION

This Project was advertised as a Public Notice on September 04, 2022 and on September 11, 2022 with a bid opening dated September 20, 2022. This contract involves the on-demand repair of pavement at various locations within Abilene that have been damaged by the repair of waterlines.

SPECIAL CONSIDERATIONS

This project period will end on September 30, 2023.

This Contract may be renewed for one additional term of one year at the current total amount bid upon mutual written consent of both the contractor and the City of Abilene.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through funds from the Water Department.

STAFF RECOMMENDATION

Staff recommends bid award to Bontke Brothers Construction Co., Inc. for \$1,685,975.00.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. 2022 Resolution On Demand Street Repairs
2. Water Cuts Council Contract
3. CB2266 TABSHEET
4. Scope of Project
5. PP_Watercuts

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO BONTKE BROTHERS CONSTRUCTION, INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the on demand repair of locations within Abilene that have been damaged by the replacement of waterlines; and

WHEREAS, the project involves the on demand repair of locations within Abilene that have been damaged by the replacement of waterlines for the period of October 1, 2022 through September 30, 2023; and

WHEREAS, the following bid was received and opened on the September 20, 2022:

Bontke Brothers Construction Co., Inc., Abilene, Texas \$1,685,975.00

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$1,685,975.00 with the bid meeting specifications; and

WHEREAS, Staff recommends awarding the bid to Bontke Brothers Construction Co., Inc., with the contract to begin October 1, 2022.

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

PART 1: That the City Council approves this bid in the amount of \$1,685,975.00.

PART 2: That the effective date of the Contract is October 1, 2022.

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

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made October 01 , 2022, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co., 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 required in the Contract Documents -- incorporated herein by reference --

WATER DEPARTMENT STREET AND MISCELLANEOUS REPAIR WORK 2022-2023

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, (2) the Technical Specifications section of these Contract Documents, and (3) the Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

a) Contractor will complete the repair of each **new** Water Department street cut and miscellaneous work within 30 calendar days of receiving notice of the location of each **new** street cut. Failure to complete new street cut repairs within 30 calendar days shall be considered a breach of contract.

In consideration of this Work, the City will pay the Contractor the sum of \$1,685,975.00 (One Million six hundred eighty-five thousand nine hundred seventy-five dollars and zero cents).

2. **Term and Termination.** The term of this contract will be through September 30, 2023, contingent upon continued funding by the Governing Body of the City of Abilene. At the end of the term, the City of Abilene may, with the agreement of the Contractor, extend this contract for one year.

This contract may be terminated by the City for any reason, upon 60 days written notice by City to Contractor. In the event of termination, Contractor will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Contractor fails to fulfill obligations under this contract, or if the Contractor breaches any term of this Contract, the City has the right to send notice of the failure to fulfill obligations or breach to the Contractor. Contractor shall have 30 days from the date notice is sent, to fulfill the obligation or remedy any breach. If at the end of the 30 day period, Contractor has failed to fulfill its obligations or remedy any breach of the Contract, the City may immediately terminate the Contract in writing. The Contractor will be compensated for work satisfactorily performed before the termination date.

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

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) 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.

“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:

Bontke Brothers Construction Company, inc.

Business Address:

102 college drive

Abilene, TX 79601


Signature

Brent Partain
Name - Typed or Printed

Project Manager
Title - Typed or Printed

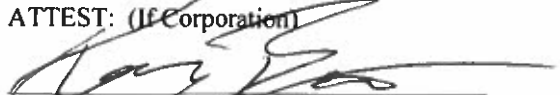
325-677-6270

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal:

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: WATER
BID NO.: CB-2266
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: SEPTEMBER 30, 2022

BONTKE BROTHERS
CONSTRUCTION CO., INC.
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	WATER DEPARTMENT STREET AND MISCELLANEOUS REPAIR WORK 2022-2023				1,685,975.00										
BASE BID					1,685,975.00										
DISCOUNT															
TOTAL BID					1,685,975.00										

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This Construction Contract involves but is not limited to the on demand repair of existing portions of streets that have been damaged by the replacement of water lines. The repair work details are shown on the Typical Section Sheet. There may also be sidewalk repair, curb and gutter repair and concrete alley apron repair as necessary. The contractor will be paid monthly for the work performed during the previous month. This repair will be determined by the City of Abilene Water Department, and sent to the contractor as they become available. The basis for payment under this contract is the unit price method. Payment will be for the actual amount of work done and material furnished.

Agenda Item: Water Dept Street and Misc Repair Work 2022-2023 – Bid Award #CB-2266

Max Johnson





Water Dept. Street and Misc. Repair Work 2022-23

- Contract involves on-demand repair of locations within Abilene damaged by water-cut repairs.
- Contract may be renewed for one additional term (one year) at the current bid amount upon mutual written consent of both the contractor and the City.
- Project Advertised 9/4/2022 and 9/11/2022; Bids Opened 9/20/2022.
- One bid received.
- Staff recommends award of contract to Bontke Brothers Construction Inc. in the amount of \$1,685,975.00





Water Dept. Street and Misc. Repair Work 2022-23

Questions?





City Council Agenda Memo

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Agreement with Sheppard Surveying for the Surveying of Undeveloped Land Around Lake Ft. Phantom (Max Johnson)

GENERAL INFORMATION

The City of Abilene owns over forty tracts of vacant, undeveloped land around Lake Ft. Phantom, ranging in size from less than one acre to over one hundred acres. Many of these tracts are remainder parcels from the city's original land purchases for Lake Ft. Phantom in the 1930's. No known surveys of these tracts exist. In order to prepare for the sale of these tracts, to attract and encourage further development around the lake, they need to be surveyed. The City has obtained a proposal from Sheppard Surveying Company, Inc. of Abilene, Texas to survey these tracts for a not to exceed cost of \$148,000.00. Many of these vacant, undeveloped tracts adjoin the sections that were surveyed by Sheppard Surveying Company for the City's Lake Ft. Phantom Lot Sales Project, for which Sheppard Surveying set much of the existing monumentation around the lake. This makes Sheppard Surveying Company the most experienced and most qualified to survey the City's vacant, undeveloped remainder tracts around Lake Ft. Phantom.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is available from the City's Lake Ft. Phantom Lot Sales Project Sales Proceeds Fund.

STAFF RECOMMENDATION

Staff recommends approval of the expenditure of \$148,000.00 for Sheppard Surveying Company, Inc. to survey the City's numerous vacant, undeveloped remainder tracts around the lake, in preparation for the future sale of these tracts.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Surveying Agreement Ft. Phantom
2. SheppardContract.2022.10.13
3. SheppardContract.Proposal.2022.10.13
4. PP_Surveying Vacant Land at Lake Ft Phantom

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH SHEPPARD SURVEYING COMPANY, INC. FOR THE SURVEYING OF
VACANT UNDEVELOPED TRACTS OF LAND AROUND LAKE FT. PHANTOM**

WHEREAS, the City of Abilene owns numerous vacant, undeveloped tracts of land around Lake Ft. Phantom that are primarily remainder parcels from the City's original land purchases for Lake Ft. Phantom in the 1930's, and

WHEREAS, no survey of these tracts exists, and

WHEREAS, the City of Abilene wishes to prepare these tracts of land for sale to attract and encourage further development around the lake and they will need to be surveyed, and

WHEREAS, the City of Abilene has obtained a proposal from Sheppard Surveying Company, Inc. of Abilene, Texas to survey these tracts for a not to exceed cost of \$148,000.00, and

WHEREAS, funding is available from the City's Lake Ft. Phantom Lot Sales Project Sales Proceeds Fund, and

WHEREAS, Sheppard Surveying Company, Inc. was engaged by the City to survey and plat the numerous sections and lots around the lake for the City's Lake Ft. Phantom Lot Sales Project, and is the most qualified professional for the requested services.

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

PART 1: That the City Council authorizes the City Manager to enter into a Professional Services Agreement with Sheppard Surveying Company, Inc., and approves using available funds from the City's Lake Ft. Phantom Lot Sales Project Sales Proceeds Fund for the project.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 13th day of October, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Sheppard Surveying Company, Inc. ("Professional").

The City is engaged in preparing numerous City owned vacant, undeveloped tracts of land at Lake Ft. Phantom for sale to attract and encourage further development around the lake and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified professional Land Surveyor properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A 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 professionals 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 professional.

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by October 31, 2023.

II. PAYMENT

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

III. ASSIGNMENT

The Professional 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. 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.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this contract, including any duplicate copies kept by Professional. The Professional 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.

VIII. 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.

“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.

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

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

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

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional’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 Professional or Professional’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 Professional.

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

BOTH CITY AND PROFESSIONAL EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE PROFESSIONAL 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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

(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)

___ 5. See Addendum for Special
Coverages and/or revisions

___ 6. No Insurance Required

X. 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.

XI. TERMINATION

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

If, through any cause, the Professional fails to fulfill his obligations under this contract, or if the Professional 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 Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional 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 Professional. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. 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:

**Travis McClure, Land Manager, City of Abilene
P.O. Box 60**

Abilene, Texas 79604

Professional - ATTN:

**Maxey Sheppard
Sheppard Surveying Company, Inc.
1013 Energy Dr., Abilene, Texas 79602**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Professional, 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. Professional must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XV. NO INDEBTEDNESS

Professional 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. Professional 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.

XVI. 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.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

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

XIX. 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 Professional. The Professional 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 Professional 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.

XX. 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.

XXI. 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.

XXII. SECTIONS AND OTHER HEADINGS

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.

XXIII. 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}

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

CITY OF ABILENE

PROFESSIONAL

By: _____

By: _____

Title: _____

Title: _____

Address: 1013 Energy Dr.
Abilene, TX 79602

Phone Number: 325-695-6277

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached proposal dated September 23, 2022 from Maxey Sheppard, Sheppard Surveying Company, Inc., to Travis McClure, Land Manager, which is incorporated herein by reference as if fully copied and set forth at length.



SHEPPARD SURVEYING COMPANY, INC.

TBPELS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

September 23, 2022

Travis McClure, Land Manager
City of Abilene

Re: Lake Ft Phantom Buffer Land in Jones County

After our conversations regarding this project, I looked through our files and find that there are some 40 plus tracts of land, ranging in size from half acre parcels to parcels over one hundred-acres, with some of these parcels being the remainder of original tracts purchased by the City of Abilene for the construction of Lake Ft. Phantom back in the 1930's. While some of these are in the immediate areas of sections surveyed by Sheppard Surveying for the recent lake lot sale projects, others are standalone parcels with their own adjoining landowners that would need to be researched and verified.

I propose a sequence of work beginning with parcels on the east side of Lake Ft Phantom and west of FM 2833 (^{WEST} Lake Road), then a second group consisting of the parcels lying west of Lake Ft Phantom and east of FM 600 (West Lake Road), as I believe these to be the premium tracts of land. We will finalize the project with tracts lying to the east of East Lake Road and west of West Lake Road. This sequence can be adjusted as the City of Abilene sees fit.

In order to give you a "not to exceed" cost for this work and to allow enough time and effort on our part, I estimate a not to exceed fee of \$148,000.00 to survey all of the tracts including research, fieldwork, boundary resolution, plats, and legal descriptions and this will include an overall map of the project and a spreadsheet with acreages by abstract numbers.

Final delivery of all parcels will be no longer than twelve months from notice to proceed.

We look forward to continuing to work with the City of Abilene.

Respectfully,


Maxey Sheppard, RPLS 3697

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 monthly, not to exceed \$148,000.00.

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, subprofessionals, 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 must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, 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.

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 subprofessionals, 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.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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)

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.

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

(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;

(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.

ATTACHMENT E
NOTICE TO PROCEED

N/A

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

N/A



SHEPPARD SURVEYING COMPANY, INC.

TBPELS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

September 23, 2022

Travis McClure, Land Manager
City of Abilene

Re: Lake Ft Phantom Buffer Land in Jones County

After our conversations regarding this project, I looked through our files and find that there are some 40 plus tracts of land, ranging in size from half acre parcels to parcels over one hundred-acres, with some of these parcels being the remainder of original tracts purchased by the City of Abilene for the construction of Lake Ft. Phantom back in the 1930's. While some of these are in the immediate areas of sections surveyed by Sheppard Surveying for the recent lake lot sale projects, others are standalone parcels with their own adjoining landowners that would need to be researched and verified.

I propose a sequence of work beginning with parcels on the east side of Lake Ft Phantom and west of FM 2833 (~~WEST~~ Lake Road), then a second group consisting of the parcels lying west of Lake Ft Phantom and east of FM 600 (West Lake Road), as I believe these to be the premium tracts of land. We will finalize the project with tracts lying to the east of East Lake Road and west of West Lake Road. This sequence can be adjusted as the City of Abilene sees fit.

In order to give you a "not to exceed" cost for this work and to allow enough time and effort on our part, I estimate a not to exceed fee of \$148,000.00 to survey all of the tracts including research, fieldwork, boundary resolution, plats, and legal descriptions and this will include an overall map of the project and a spreadsheet with acreages by abstract numbers.

Final delivery of all parcels will be no longer than twelve months from notice to proceed.

We look forward to continuing to work with the City of Abilene.

Respectfully,


Maxey Sheppard, RPLS 3697

Agenda Item: Approve Funds for Surveying of Undeveloped Land Around Lake Fort Phantom

Max Johnson





Approval of Surveying At Lake Ft. Phantom

- City of Abilene owns vacant, undeveloped tracts of land near Lake Ft Phantom
- These tracts of land need accurate surveys in preparation for sale
- City of Abilene has a proposal from Sheppard Surveying Company, Inc. of Abilene, Texas to survey these tracts for a not to exceed cost of \$148,000.00
- Funding available from Lake Ft. Phantom Lot Sales Project Sales





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Special Events Permit Policy (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene is creating a "One Stop Shop" for special events. The Special Events Permitting Department will be located in the Parks and Recreation Department and managed by the Parks and Recreation Office. This will create one location where citizens and organizations can access the Special Event Application, make payments and access all City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance as well as an updated Fee Schedule to include special event fees.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Policy.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Special Event Policy
2. SPECIAL EVENT PERMIT POLICY.2022.09.29
3. SPECIAL EVENT PERMIT POLICY.2022.09.15 redline
4. Presentation Special Events Permit Policy 10132022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE SPECIAL EVENT PERMIT POLICY**

WHEREAS, the City of Abilene approves special events that occur on public property in Abilene; and

WHEREAS, the City of Abilene desires to have a permit policy that defines the types, locations, deadlines, requirements and fees; and

WHEREAS, the Special Event Permit Policy will be utilized in accordance with the Special Event Permit Ordinance.

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

Part 1: That the City Council approves the Special Event Permit Policy, and authorizes the City Manager, or his designee, to administer and enforce the Special Event Permit Policy

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

SPECIAL EVENT PERMIT POLICY

Applicability

This policy shall apply to all parades and special events that utilize city right-of-way. The City reserves the right to categorize events.

Funeral processions are not governed by this policy. Please contact the Abilene Police Department (APD) for information on funeral processions.

The reservation of City of Abilene Parks and Recreation facilities, Convention Center grounds, and the City Hall lawn is not governed by this policy. Any event utilizing or entering park property, Convention Center grounds or the City Hall lawn requires a Request To Use Parks Facilities application. Please contact the Parks & Recreation Department to make a reservation.

Single Day Local

Single Day Local Street events do not require the use of cones, barricades or other traffic control devices in traffic lanes and shall occur only on local streets. A Single Day Local event may also require police traffic control at designated intersections.

Single Day

Single Day events may require full or partial control or use of the street but are less than 10 continuous hours a calendar day in duration. Single Day events are restricted to local streets, including the Downtown Area. Except for processions, Single Day events shall not occur during the hours of 7:30am to 5:30pm Monday through Friday on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Multi-Day/Major Impact

Multi-Day events require full or partial control or use of the street and are either a multiple day event or a single day event with a community wide focus or major impact. Events utilizing fireworks shall be Multi-Day events. Except for processions, Multi-Day events may not occur on arterial streets and may not occur during the hours of 7:30am to 5:30pm on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Processions

A procession is a number of people or vehicles moving forward in the right-of-way in an organized fashion (parade, fun run, walk, etc.). Processions on a local street adjacent to residential areas do not require a permit when organized by residents. All other processions require a Single Day or Multi Day and paid police escort.

Downtown Parades

Downtown Parades are processions that follow the established downtown route as depicted in the route map maintained in the City Secretary's Office. Staging shall occur within the staging area in the South Downtown Area. Dates, times, duration and other parade elements are subject to review and approval as part of the permit process.

Application

Every event applicant must fully complete the event permit application.

Applications for the following events must be submitted before the following deadlines:

- Single Day Local event with no control over streets – no later than **Fourteen (14) days** prior to the event.
- Single Day event requiring control over local streets - no later than **Thirty (30) days** prior to event.
- Multi-Day and Procession event –no later than **Sixty (60) days** prior to the event.
- Parade – no later than **Sixty (60) days** prior to the event.

Applications will be reviewed by departments including, but not limited to: APD, Traffic, AFD Fire Marshall, Public Works, Traffic & Transportation Division, Risk, Legal, Parks and Recreation and Environmental Health. If necessary, the City shall set a time for a review meeting and **the applicant or event organizer shall have a representative in attendance.**

Permit Fee

- Please reference the City of Abilene Fee Schedule on record with the City Secretary.

Agreement for Street Closures and Parades

If an event requests to close a street or multiple streets, 100% of the businesses located in the street closure area must be notified prior to event approval. 51% of the businesses located in the street closure area must agree to the street closure by signing the form prior to event approval. See Attachment A. A copy of the notification and list of impacted businesses must be submitted with Attachment A.

Agreement and Insurance

Commercial public liability insurance naming the City of Abilene as an additional insured is required for Single Day, Multi-Day and Parades.

Approval for Single Day and Multi-Day events and Parades require full approval by the City of Abilene.

City Services

Unless the City co-sponsors an event through a formal written agreement, no city services will be donated as part of the issuance of a Special Event Permit. Certain city services may be available for a fee. Otherwise all required services will be the sole responsibility of the event organizer or responsible party, either through qualified volunteers or through privately contracted services. Event organizers shall coordinate security with APD. All required services shall be clearly identified and secured, and are subject to review by the Special Event Permitting Department.

Quick Reference Table

	Single Day Local	Single Day	Multi-Day	Downtown Parades	Outside of Downtown
Criteria	no control over the street; staff pre-approved route;	less than 10 hours in duration; requiring control of local streets;	multiple day event or major impact; requiring control of streets; fireworks	closed streets, approved route in the Downtown Area	any other private use upon any public street alley, sidewalk or public way
Application Available	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department
Application due before event	14 days	30 days	60 days	60 days	60 days
Applicant must attend review meeting	No	No	Yes	Yes	Yes
Agreement	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application
Indemnity required	Yes	Yes	Yes	Yes	Yes
Insurance required	No	Yes	Yes	Yes	Yes
License fee	\$25.00	\$50.00	\$100.00	\$200.00	\$100.00
Coordinating City department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department

ATTACHMENT A

NOTIFICATION OF STREET CLOSURE

NAME OF EVENT:_____

DATE OF EVENT:_____

STREET(S) TO BE CLOSED:_____

TIME OF EVENT:_____ TIME OF STREET CLOSURE:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

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BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

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SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

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- Parade – no later than **Sixty (60) days** prior to the event.

Applications will be reviewed by departments including, but not limited to: APD, Traffic, AFD Fire Marshall, Public Works, Traffic & Transportation Division, Risk, Legal, Parks and Recreation and Environmental Health. If necessary, the City shall set a time for a review meeting and **the applicant or event organizer shall have a representative in attendance.**

Permit Fee

- Please reference the City of Abilene Fee Schedule on record with the City Secretary.

Agreement for Street Closures and Parades

If an event requests to close a street or multiple streets, **100% of the businesses located in the street closure area must be notified prior to event approval.** 51% of the businesses located ~~on~~ in the street closure area must **agree to the street closure by** signing the ~~street-closure~~ form prior to event approval. See Attachment A. **A copy of the notification and list of impacted businesses must be submitted with Attachment A.**

Agreement and Insurance

Commercial public liability insurance naming the City of Abilene as an additional insured is required for Single Day, Multi-Day and Parades.

Approval for Single Day and Multi-Day events and Parades require full approval by the City of Abilene.

City Services

Unless the City co-sponsors an event through a formal written agreement, no city services will be donated as part of the issuance of a Special Event Permit. Certain city services may be available for a fee. Otherwise all required services will be the sole responsibility of the event organizer or responsible party, either through qualified volunteers or through privately contracted services. Event organizers shall coordinate security with APD. All required services shall be clearly identified and secured, and are subject to review by the Special Event Permitting Department.

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Application Available	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department
Application due before event	14 days	30 days	60 days	60 days	60 days
Applicant must attend review meeting	No	No	Yes	Yes	Yes
Agreement	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application
Indemnity required	Yes	Yes	Yes	Yes	Yes
Insurance required	No	Yes	Yes	Yes	Yes
Permit fee	\$25.00	\$50.00	\$100.00	\$200.00	\$100.00
Coordinating City department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department

ATTACHMENT A

NOTIFICATION OF STREET CLOSURE

NAME OF EVENT: _____

DATE OF EVENT: _____

STREET(S) TO BE CLOSED: _____

TIME OF EVENT: _____ TIME OF STREET CLOSURE: _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

Special Events Permit Policy





General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications
- Special events category’s to change from A, B and C to “Single Day”, “Single Day Local”, “Multi-Day” and “Parade”.
- Online application process to coordinate event details and resources, such as permits and payments





City Council Agenda Memo

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on a Buyboard Purchase of Vortex Equipment for Coach James Valentine Park Splash Pad (Lesli Andrews)

GENERAL INFORMATION

The City Council approved the addition of a splash pad in Coach James Valentine Park during the FY22 Minor Improvement Project budget. The City Staff has been working on the design and location of the splash pad over the past year. This will be the City's sixth splash pad and will serve many children in the northeast section of Abilene. The other splash pads are located at Nelson Park, Sears Park, Redbud Park, Stevenson Park, and Scarborough Park. The Coach James Valentine Park splash pad will be similar to the Stevenson and Scarborough splash pads.

In the past, Vortex has also installed splash pads. Vortex no longer installs splash pads. Therefore, we will be coming to the City Council for approval of the installation of the splash pad in the next few months. Due to the long lead time for the splash pad components and increase in pricing, we wanted to go ahead and place the order.

SPECIAL CONSIDERATIONS

The splash pad was selected via the City's contract with BuyBoard. Buyboard is a purchasing cooperative which means that participating contracts and vendors have been competitively procured and meet all of the local and state procurement guidelines.

FUNDING/FISCAL IMPACT

The \$217,197.00 will come from the Minor Improvement Projects fund.

STAFF RECOMMENDATION

Staff recommends the purchase of the Vortex splash pad in the amount of \$217,197 through the Buyboard contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_Vortex_SplashPad_Valentine_Park_10_13_2022
2. Valentine (Lee) Park Splash Pad Vortex Quote
3. Presentation Resolution Purchase of Splash Pad Valentine Park

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE PURCHASE OF A SPLASH PAD FRM VORTEX TO BE LOCATED AT
COACH JAMES VALENTINE PARK THROUGH BUYBOARD CONTRACT# M-592-19**

WHEREAS, funds for the purchase of the splash pad were approved by City Council in the FY22 budget; and

WHEREAS, Vortex splash pads are located in Stevenson, Scarborough, Redbud, and Sears Parks; and

WHEREAS, the splash pad was quoted via the City's purchasing cooperative contract with BuyBoard at a cost of \$217,197; and

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

Part 1: The City Manager is hereby authorized purchase the splash pad from Vortex through BuyBoard Contract# M-592-19

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

QUOTE



Account Name: City of Abilene, TX - Parks & Rec
 Project Name: Coach James Valentine Park
 Project ID: 32590
 Bill To Name: City of Abilene, TX - Parks & Rec
 Bill To Address: 2625 S. 7th
 Abilene, Texas 79604
 Texas
 Contact Name: Lesli Andrews
 Phone: (325) 676-6220
 Email: lesli.andrews@abilenetx.gov

Created Date: 8/31/2022 10:47 AM
 Quote Number: QUO-13126-L0T9R8
 Quote Name: Coach James Valentine Park
 Prepared By: Allison Shafir
 Email: ashafir@vortex-intl.com
 Incoterm:

Product No.	Product Name	Description	QTY
7131	Alto No.2 (SW,PC)		1
7699	ASTRA No.3 (SW,PC)		1
7233	BOBBLE No.2 (SW, PC)		1
0611	BOLLARD ACTIVATOR N°3(SW, PC)		1
0301	GEYSER (EM)		1
7238	HELIO No.3 (SW, PC)		1
7134	HOP NO.2 (EM, PC)		1
7235	LUNA CANNON No.1 (SW, PC)		2
7234	LUNA No.3 (SW, PC)		1
1004	PLAYSAFE DRAIN No.4		1
0303	ROOSTER TAIL (EM)		2
7799	SPIROO (SW,PC)		1
0519	Spray Loop (SW, PC)		2
7242	TWINSPLASH (SW,PC)		1
7010	Water Jelly N°1 (EM)		1
7784	Vine (SW, PC)		1
0555	AQUA DOME N°1 (SW,PC)		1
	Factory Discount		1
12010	Buying Group - Products	Buying Group	1
	Custom WQMS	See Description Below	1
5312	WATER CONTAINMENT SYSTEM 2000G(EM)	Water Containment System 2000G- Double Loop	1
44100	UNDERGROUND CHEMICAL RESERVOIR-50 GALLON (EM)	UnDer Ground Chemical Reservoir-50 Gallons	2
44100	UV ECP-113-5SPV 260/176/100GPM DOME 230V 1-3PH, 4" PIPING	UV ECP-113-5SPV 260/176/100GPM Dome 230V 1-3PH, 4" Piping	1
19030	Freight Fee	Freight Fee	1

19020	Embed Freight Fee	Embed Freight Fee	1
18020	Packaging Fee	Packaging Fee	1
10010	WQMS Start-Up & Training Fees	Start-Up & Training Fees	1
	INSTALLATION KIT #SAFESWAP NO1		4
	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1
	CUSTOM INSTALLATION KIT #SAFE SWAP No 1	See Description Below	1
	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		1
	INSTALLATION KIT #SAFESWAP NO7 (MEDIUM SW) SURFACE MOUNT		1
	INSTALLATION KIT #SAFESWAP NO2		11
	INSTALLATION KIT FOR GROUND EQUIPEMENT		12
	TOOL KIT #67: INSTALLATION KITFOR SPRAY LOOP		1
	TOOL KIT #2 :NOZZLE TOOL		1
	TOOL KIT #28:RIV-VOZZLE TOOL		1
	TOOL KIT #121: ALTO INSTALLATION JIG		1
	TOOL KIT #3 : 2 PIN KEY		1
	TOOL KIT #119: PICO SPIN NOZZLE		1
	TOOL KIT #116: LUNA No.3 NOZZLE TOOL		1
	TOOL KIT #0 :		1
	TOOL KIT #1 :SECURITY BITS (ALL)		1

Custom Description

Domepack WQMS Double Loop System 5HP Feature Pump 3HP Filtration Pump 1 Sand Filter 15 Solenoid Valves MaestroPRO CTRL 24Out/12In BECSys 3 Chemical CTRL 208-230V 3 Phase Power

Additional Information

BuyBoard Vortex membership # M-592-19

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	235,622.00
Discount:	(34,165.00)
Services:	4,300.00
Transport:	11,440.00
Subtotal:	217,197.00
Total:	217,197.00
Currency:	US Dollar

Terms & Conditions

Products Payment Terms: Product \$100K-\$250K: 30% deposit at PO, 50% @Ship, 20% Net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

QUOTE



X

Name

Title

STATEMENT OF WORK – Start-Up & Training Services

Inclusions General Items

- The Start-up service provides a set-up configurations and/or onsite training for (WQMS) Water Quality Management System and/or (WDS) Water Distribution.
- A certified installation Technician for the duration of up to a maximum of 12-hours of time.
- A detailed Customer report for records.
- The Start-up configurations can include, but is not limited to the following Water Filtration verifications:
 - o Electrical entry requirements verifications, verifying that the main controller is operational, priming pump(s), verifying pump(s) rotation, filtration verifications, installation of chemical probes in flow cell, starting the filtration line, adjustments of filtration flow rate, making chemical controller functional/adjustments, adjusting the chemical feed pump settings, verifying that the filter flow switch signal is working, calibrating the pH probe, verifying that the water holding tank is clear and balanced.
- The Start-up configurations can include the following Play feature verifications:
 - o Starting the feature pump, inspecting the system for leaks, ensuring no air bubbles in pump line, opening the ball valves on solenoid feed lines, Manual mode line verifications, flushing lines if required, adjusting flow through: Bypass valve, installation of all spray nozzles on features, manual-mode adjustments on water flow features, verifying that the flow switch signal on feature side is working.
- The Start-up configurations can include the following Operations verifications:
 - o Verifying signal from activator(s), Setting time clock and operational hours, testing all sequence, adjusting feature flows during sequences, setting all control settings to automatic.
- The Start-up configurations can include the following UV verifications:
 - o Verification of the UV Model and installation, making sure the UV system was commissioned by certified UV Technician, verification of starting Dose of UV system.
- The Start-up configurations can include the following Filter Pump(s) and Feature Pump verifications:
 - o Horsepower, Phase, Pressure, Vacuum, Voltage, Amperage and Glow GPM, Sand Filter Pressure, Filter Effluent Pressure and Flow Cell Pressure.
- The Start-up configurations can include the following Chemical Control water testing verifications:
 - o Chlorine levels, pH levels, alkalinity, calcium, making chemical pump chlorine setting adjustments and making Chemical pump acid setting adjustments.
- The training provided to the Customer responsible includes the following:
 - o Splashpad components and required maintenances
 - o Play features required maintenances
 - o WQMS or WDS Component maintenances
 - o Mechanical room operations/components management training
 - o Training on controller
 - o Troubleshooting Training
 - o Seasonal Opening procedure Training
 - o Seasonal Closing procedure training
 - o maintenance checklists on all the necessary steps to maintain a Splashpad.

Customer's Responsibility & Exclusions from Vortex' Scope of Work

- Vortex will only schedule onsite Start-up and Training Technician services once we receive the Installer Pre-visit checklist showing that the construction and system installation has been completed by the Installer.
- Guiding individual Project Managers, General Contractor or Construction Contractors on the installation process.
- Project manager or crew chief or laborer onsite.
- Filling the holding tank with clean water prior to scheduling the Vortex Technician.
- Filling the sand filter(s) prior to scheduling the Vortex Technician.
- Filling the chemical containers prior to scheduling the Vortex Technician.
- Ensuring that all necessary resources are onsite for the entire duration of the Start-Up and Training service.

Other clauses that may incur additional expenses to be borne by the client

- The Customer must advise Vortex in advance of any special site access requirements. (ie: safety courses)
- The Customer is responsible in providing a safe working environment.
- Should the client request a shorter or longer period of Strat-up & Training, than what is determined by Vortex to be appropriate, they will be invoiced for the agreed upon duration. In the event the clients wants a shorter period of time than recommended, the Technician will do their best to give as much instruction as possible within the allotted time but Vortex does not accept any responsibility for any issues that may arise due to incomplete, insufficient or non-conforming Start-up or training.
- The start-up configuration duration is usually about 8-hours and the training duration is usually about 4-hours. Days are working days Monday to Friday. A Working day is equal to 8 hours. Up to 10 hours may be tolerated, at the discretion of the Vortex Technician. Additional hours will be invoiced.
- Vortex is not responsible for delays due to weather, un-safe working conditions, lack of personnel, lack of equipment, or any other situations. Any additional time required due to delays will be invoiced accordingly.
- At all times the safety and general wellbeing of the Vortex Technician is the responsibility of the client/ GC/ Project Manager. If at any time the Vortex Technician feels they have been put in any kind of un safe situation, felt threatened or endangered by any personnel on or around the work site or asked to be part of anything not in accordance with their professional morals, it is at the discretion of the Technician to walk off the site and remove themselves from that situation. There would be no reimbursement of time lost in this situation

Resolution: Purchase of Splash Pad for Coach James Valentine Park

October 13, 2022





General Information:

- BuyBoard Contract #M-592-19 for the purchase of equipment for one splash pad from Vortex.
- Vortex has previously constructed splash pads at Stevenson, Scarborough, Redbud and Sears Parks
- Cost \$217,197
- Funding from FY22 MIP Budget





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on a Buyboard Purchase of Restroom Facilities LTD restroom for Cobb Park (*Lesli Andrews*)

GENERAL INFORMATION

The City Council approved the purchase of a restroom for Cobb Park during the FY22 Minor Improvement Project budget. The staff is recommending the purchase of a Restroom Facilities Ltd restroom. The restroom will be similar to what we have at many of our splash pads. It will be located next to the playground.

SPECIAL CONSIDERATIONS

The restroom was selected via the City's participation with BuyBoard. Buyboard is a purchasing cooperative which means the participating contracts and vendors have been competitively procured and meet all of the local and state procurement guidelines.

FUNDING/FISCAL IMPACT

\$152,057.00 will come from the Minor Improvement Project fund.

STAFF RECOMMENDATION

Approval of a resolution authorizing the City Manager to purchase a restroom with Restroom Facilities Ltd through BuyBoard contract #679-22.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_Cobb_Park_Restroom_10132022
2. Abilene Cobb Park B202DF restroom formal Buyboard quote doc 91522
3. AB202-Full-Plans-1030x515
4. Presentation Resolution Purchase of Cobb Restroom

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO PURCHASE A RESTROOM FOR COBB PARK FROM RESTROOM FACILITIES LTD THROUGH THE CITY'S BUYBOARD CONTRACT #679-22.

WHEREAS, funds for the purchase of the restroom were approved by City Council in the FY22 budget; and

WHEREAS, the restroom was selected via the City's purchasing cooperative contract with BuyBoard at a cost of \$152,057; and

WHEREAS, the restroom will feature a metal roof, stainless steel fixtures, a drinking fountain, and the Corworth management system.

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

Part 1: The City Manager is hereby authorized to purchase one park restroom from Restroom Facilities LTD through Buy Board Contract #679-22 in the amount of \$152,057.

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

TURNKEY QUOTATION

PROJECT NAME: COBB PARK
OWNER: THE CITY OF ABILENE, TEXAS
DATE: SEPTEMBER 15, 2022

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL # AB202	@ \$ 95,153.00
STAINLESS STEEL FIXTURES ADD	@ \$ 6,628.00
DUAL HEIGHT ADA DRINKING FOUNTAIN ADD	@ \$ 5,040.00
2 BABY CHANGING STATIONS ADD	@ \$ 2,241.00
STANDARD EPOXY FLOOR COATING ADD	@ \$ 3,042.00
CEILING - STAINED EXPOSED T&G / RAFTERS	@ \$ 5,525.00
CMS V2.0 SYSTEM	@ \$ 0.00
INSTALL	@ \$ 9,000.00
TOTAL WITH BUYBOARD DISCOUNT	@ \$ 126,629.00

FREIGHT AND CRANE	@ \$ 21,000.00
PAYMENT & PERFORMANCE BOND	@ \$ 4,428.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE	@ \$152,057.00

NOTE: ANNUAL DATA CHARGE FOR CMS WILL COMMENCE 1 YEAR AFTER UNIT PUT INTO SERVICE, AND WILL BE BILLED ANNUALLY THEREAFTER.

1 YEAR DATA FOR CMS FOLLOWING YEAR 1 @ \$ 1,200.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

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HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK

TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.

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- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

3. **SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. **UTILITIES:**

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at

this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

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9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. PRICES:

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no

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fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage

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charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**
(Deposit and Progress Payments)
11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**
Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.
12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

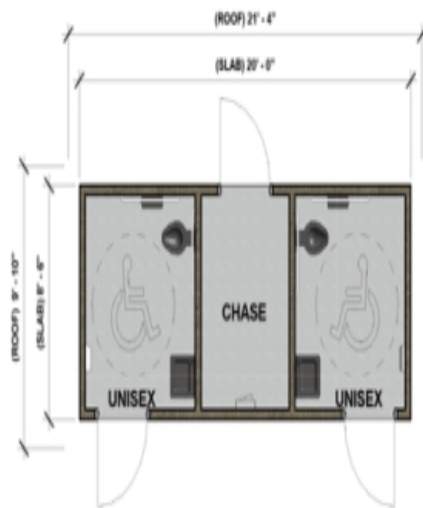
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1 FLOOR PLAN



2 FRONT ELEVATION



3 PERSPECTIVE

CorWorth
Restroom Facilities

Building Model : B202

1707 COLT CIRCLE
MARBLE FALLS, TEXAS 78654
(512) 222-5454

4/2/2019 11:54:03 AM

Resolution: Purchase of Restroom for Cobb Park

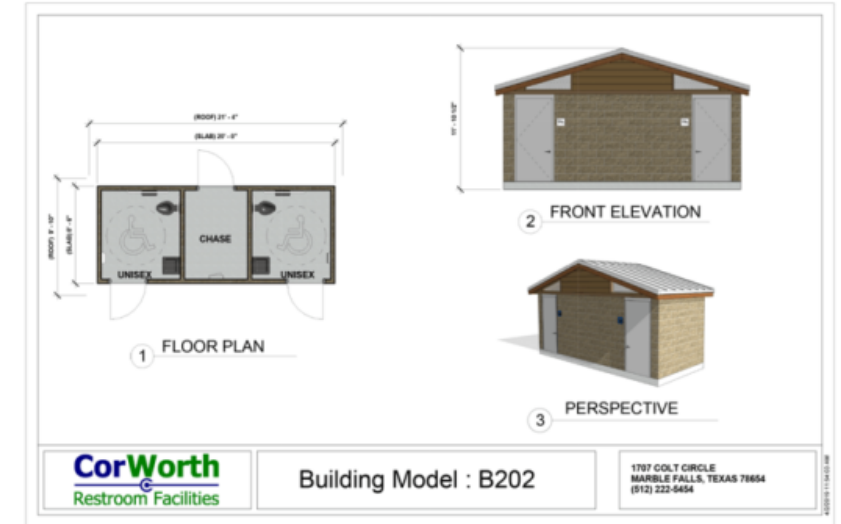
October 13, 2022





General Information:

- BuyBoard Contract 679-22 for the purchase of one restroom from Restroom Facilities LTD.
- Restroom features include; metal roof, stainless steel fixtures, drinking fountain and CorWorth Management System
- Cost \$152,057
- Funding from FY22 MIP Budget





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a 5-year Contract with Brightly for Predictor Software Upgrade and One-time Cost of Building Evaluation (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene has used Dude Solutions' Asset Essentials module for many years as their Facility, Parks, and Zoo Asset Management /workorder software platform. Recently, Dude Solutions changed their name to Brightly Software Inc. One of the modules the City has used in the past is Capital Forecast. With the name change also came the upgrade of some software modules, such as the upgrade from Capitol Forecast to Capital Predictor Enterprise. City Staff would like to enter into a 5-year service contract for the Capital Predictor Enterprise to aid in our deferred maintenance program. Year one would be \$20,699.45, year two \$21,320.43, year three \$21,960.05, year four \$22,618.85, year five \$23,297.41 for a total 5-year amount of \$109,896.19

With the upgrade to the new module, we have the ability to have facility evaluations performed in the work order system, therefore aiding in forecasting future budget needs. This will give staff a much better understanding of what we currently have in 5 of our major facilities as well as the ability to "predict" future needs, such as replacement of equipment. This will further enable a more proactive approach to our maintenance budget. The locations to be evaluated first are; Airport ,City Hall, Convention Center, Police Station, and the Zoo. (Facility capital forecasting was a key item we were told to address before the next Zoo Accreditation.)

The plan is to have all facilities added to this software in the future. The one-time cost of Capital Predictor Enterprise implementation is \$18,147.60, which includes input of all data and initiation of Preventative Maintenance (PM) work orders for all of these locations. Brightly will provide and manage professional engineering services to perform a one-time facility evaluation

for \$86,509.79.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Predictor Cost Total: \$126,043.79

One Time Implementation Fee: \$18,147.60 Funding for Implementation Fee from FY23 MIP Budget

5 Year Software total Cost: \$109,896.19 Funding for Software Cost from IT Budget

Building Evaluation Cost: \$86,509.79

Funding for Building Evaluation from FY23 MIP Budget

STAFF RECOMMENDATION

Staff recommends upgrading the software module and performing building evaluations.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Contract Brightly Predictor and Building Evaluation_10_13_2022
2. Predictor 5-year Quote
3. Building Evaluation Quote
4. Presentation Resolution Contract with Brightly for Predictor Software and Building Evaluation

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE EXECUTION OF A FIVE (5) YEAR CONTRACT WITH BRIGHTLY FOR
PREDICTOR SOFTWARE UPGRADE AND ONE TIME BUILDING EVALUATION**

WHEREAS, funds for the purchase of the Predictor software upgrade and building evaluation were approved by City Council in the FY23 budget; and

WHEREAS, Brightly is part of an existing City implemented software platform; and

WHEREAS, the purchase is at a cost of \$126,043.79 for software and implementation; and

WHEREAS, the purchase is at a cost of \$86,509.79 for one time building evaluation;

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

Part 1: The City Manager is hereby authorized to negotiate and execute a contract with Brightly for the purchase of a five (5) year license for the use of Predictor software upgrade and one time cost of building evaluation for a total cost of \$212,553.58.

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of October 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PREPARED FOR

City of Abilene ("Subscriber")

Richard Rodgers
Parks Division Manager
555 Walnut St
Abilene, TX 79601-5254

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

September 01, 2022



Q-297666

Service Term: 60 months (10/01/2022 - 09/30/2027)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
+1 Product Bundle Promotion	10/1/2022	9/30/2023	-3,652.85 USD
Capital Predictor Enterprise	10/1/2022	9/30/2023	24,352.30 USD
Subscription			20,699.45 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

Professional Services	
Predictor Enterprise Implementation Promotion	-7,412.40 USD
Capital Predictor Enterprise Implementation	25,560.00 USD
Professional Services Year 1 Total:	18,147.60 USD
Total Year 1 Services & Professional Services	38,847.05 USD

*Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

Q-297666

Remaining Services Invoices

Item	Annual period Beginning	Investment
Year 2	10/1/2023	21,320.43 USD
Year 3	10/1/2024	21,960.05 USD



Year 4	10/1/2025	22,618.85 USD
Year 5	10/1/2026	23,297.41 USD





Predictor Enterprise Implementation and Training - Statement of Work

Package 2

Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision-making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):



- Facilities

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Pre-Workshop Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project



on track.

2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;



3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;
4. Integration with GIS;
5. Reporting methods.

2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
 - i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
 - l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- n. Predictor Enterprise Reports
- o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class



3. Wrap Up

Workshop Session 4: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

Task 3: Post Workshop Training and Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions



- Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.
 3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.



Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-297666 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Bringing Assets Into Focus

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 12th-15th, 2023. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.



Admission for Illuminate is \$895 for tuition only and \$1795 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning September 1st through March 10th, 2023.



Signature

Presented to:

Q-297666

September 01, 2022, 11:55:01 AM

Accepted by:

Printed Name

Signed Name

Title

Date

**PREPARED FOR**

City of Abilene ("Subscriber")

Richard Rodgers
Parks Division Manager
555 Walnut St
Abilene, TX 79601-5254

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

August 15, 2022



Q-308561

Pricing is based on the following:

ZOO ADVENTURE CENTER (ZOO ENTRY AND LEARNING CENTER COMPLEX)	2070 ZOO LANE	2007	15989
ZOO AFRICAN SERVICE BARN	2070 ZOO LANE	1967	2600
ZOO BIRD REHAB FACILITY	2070 ZOO LANE	2018	575
ZOO COMMISSARY COMPLEX	2070 ZOO LANE	1966	1512
ZOO COUGAR NIGHT HOUSE (OLD ZOO ENTRANCE AND SHOP)	2070 ZOO LANE	1966	720
ZOO DISCOVERY CENTER/ELM CREEK BACKYARD	2070 ZOO LANE	1990	8911
ZOO GIRAFFE EXHIBIT	2070 ZOO LANE	2016	6949
ZOO GIRAFFE NIGHT HOUSE	2070 ZOO LANE	1968	924
ZOO GREENHOUSE/ 2ND COMMISSARY	2070 ZOO LANE	1965	2163
ZOO HERPETARIUM	2070 ZOO LANE	1966	1257
ZOO JAGUAR/MONKEY DISPLAY	2070 ZOO LANE	1995	1563
ZOO KEEPER BREAK ROOM (OLD ADMINISTRATION)	2070 ZOO LANE	CIRCA 1967	792
ZOO LION - RHINO COMPLEX	2070 ZOO LANE	1966	1325
ZOO MAINTENANCE FACILITY	2070 ZOO LANE	2018	6400
ZOO OLD EDUCATION BUILDING	2070 ZOO LANE	1966	1452
ZOO QUARANTINE BUILDING	2070 ZOO LANE	2013	1862
ZOO REST ROOMS (NORTH)/WATERING HOLE CONCESSION STAND	2070 ZOO LANE	1966	632
ZOO TEXAS SERVICE BARN	2070 ZOO LANE	1967	1924
ZOO VET HOSPITAL	2070 ZOO LANE	2018	2240
ZOO WALK IN FREEZER	2070 ZOO LANE	2016	384
ZOO WATERFOWL NIGHT HOUSE	2070 ZOO LANE	CIRCA 1979	935
CITY HALL	555 WALNUT ST	1966	44432
CONVENTION CENTER	1100 N 6TH ST	1970	98733
AIRPORT ABILENE REGIONAL TERMINAL BUILDING	2933 AIRPORT BLVD	1969	42227
POLICE LAW ENFORCEMENT CENTER	4401 S 1ST ST	1999	116850



Professional Services		
Item	Pricing Based On	Investment
Facility Condition Assessment	302,242 Sq. Ft.	35,531.57 USD
PM Schedule Creation	302,242 Sq. Ft.	4,808.67 USD
Equipment Barcode Tagging	302,242 Sq. Ft.	4,808.67 USD
Facility Condition Assessment	Zoo	36,944.22 USD
Barcode Tagging Services	Zoo	2,333.33 USD
PM Schedule Creation Services	Zoo	2,083.33 USD
Total Initial Investment		86,509.79 USD



Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:



1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes		Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes		Yes	
Make Up Air Units	Individual	Yes		Yes	
Package AC Units	Individual	Yes		Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes		Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes		Yes	
Fan Coil Units*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual		Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service				
Radiators	Not Included in Service				
Thermostatic Controls	Not Included in Service				
Interior Systems					



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)		Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes		No	
Interior Doors	System Level	Yes		No	
Interior Floor	System Level	Yes		No	
Interior Walls	System Level	Yes		No	
Kitchen					
Dishwashers	Individual	No		Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No		Yes	
Grease Traps	Individual	No		Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No		Yes	Valued above \$2,000
Oven, Stoves	Individual	No		Yes	
Refrigerator (Walk In, Reach In)	Individual	No		Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual		No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service				
Cutlery	Not Included in Service				
Tables, Racks	Not Included in Service				
Plumbing					
Domestic Hot Water Heaters	Individual	No		Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No		Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility



1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this



location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.

- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:



- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-308561 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-308561

August 16, 2022, 10:54:21 AM

Accepted by:

Printed Name

Signed Name

Title

Date

Resolution: Contract with Brightly for Predictor and Building Evaluation

October 13, 2022





General Information:

- Five year contract with Brightly for purchase of Predictor software module upgrade and one time building evaluation.
- Predictor Cost Total: \$126,043.79
 - One Time Implementation Fee: \$18,147.60
 - 5 Year Software total Cost: \$109,896.19
 - Funding for Implementation Fee from FY23 MIP Budget
 - Funding for Software Cost from IT Budget
- Building Evaluation Cost: \$86,509.79
 - Funding for Building Evaluation from FY23 MIP Budget
- Total Contract Cost: \$212,553.58





City Council Agenda Memo

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the Huckleberry Lane Lift Station Improvements in the amount not to exceed \$19,500.00. Amendment No. 1 is necessary to cover actual additional work incurred by EHT for the evaluation of new equipment and redesign of the lift station plans as directed by City staff for work not included in the original contract scope of work.

SPECIAL CONSIDERATIONS

On October 17, 2019 the Abilene City Council authorized a professional services contract with EHT for the Huckleberry Lane Lift Station Improvements in the amount not to exceed \$122,200.00. Per the original contract EHT is to provide drawings and contract documents, bidding assistance, contract administration, and general project supervision (not RPR) as described in the contract. After the engineer's design was essentially complete, City staff directed the engineer to include an odor control system, evaluate alternate equipment enclosure options, and to modify the site layout which required a complete rework of the grading/paving/site plan. The additional engineering tasks add value to the final project design. The engineer is due compensation of \$19,500.00 for performing the additional design work in preparing the final plans and specifications for the project.

FUNDING/FISCAL IMPACT

Funding for Amendment No. 1 will come from fund 575 designated for Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Amendment No. 1 to the professional services contract with enprotec/Hibbs & Todd, Inc. for the Huckleberry Lane Lift Station Improvements in the amount not to exceed \$19,500.00, as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Amend No 1-PS Contract with EHT for Huckleberry Lane Lift Station Improv-10-13-2022
2. Contract-Amendment No 1-EHT-Design Huckleberry LS Replacement-10-13-2022
3. Presentation-Amendment No 1-PS Contract-EHT-Huckleberry Lane Lift Station Improv-10-13-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE HUCKLEBERRY
LANE LIFT STATION IMPROVEMENTS.**

WHEREAS, the City of Abilene (Abilene) owns and operates the sewer collection system and the Hamby Water Reclamation Facility (HWRF) for the collection and treatment of the municipal sewage generated by Abilene and its contracted customers; and

WHEREAS, the Huckleberry Lane Lift Station receives sewage flows from homes and commercial businesses located in northwest Abilene and in the general vicinity of the intersection of Highway 277 North and Old Anson Road; and

WHEREAS, the Huckleberry Lane Lift Station was installed in the 1950's, is in very poor condition, is difficult to maintain and repair, and is not reliable; and

WHEREAS, on October 17, 2019 the Abilene City Council authorized a professional services contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the preparation of design plans and contract documents, bidding assistance, contract administration, and general project supervision (not RPR) for the Huckleberry Lane Lift Station Improvements in an amount not to exceed \$122,200.00; and

WHEREAS, City staff directed EHT to perform additional evaluation of new equipment and the redesign of the essentially completed lift station plans, for tasks that were not included in the original contract scope of work, and which resulted in additional earned compensation of not to exceed \$19,500.00; and

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

That the City Manager is authorized to execute Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Huckleberry Lane Lift Station Improvements in an amount not to exceed \$19,500.00.

ADOPTED this 13th day of October 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

AGREEMENT FOR PROFESSIONAL SERVICES
Huckleberry Lift Station Replacement
AMENDMENT NO. 1

The City of Abilene ("City") and Enprotec/Hibbs and Todd, Inc. (Engineer"), entered into an Agreement for Professional Services dated October 17, 2019 (Agreement), whereby Engineer was to provide professional services for City in connection with a **Huckleberry Lift Station Replacement Project**

NOW THEREFORE, both parties agrees as follows:

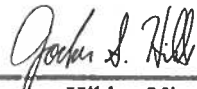
That **"Scope of Engineering Services"**, Attachment A, and **"Compensation"**, Attachment B, of said original Agreement are hereby supplemented and amended as per the Attachments A-1 and B-1 included in this Amendment No. 1. This Amendment No. 1 shall be effective beginning **October 13, 2022**,

NO FURTHER CHANGES or additions being made, the parties agree that all other terms and conditions of the Agreement dated October 17, 2019, remain in full force and effect and are fully incorporated by reference. Where terms of this Amendment No. 1 conflict with terms of the original Agreement, this Amendment shall control. WITNESS our hands to this AMENDMENT this the _____ day of _____, 2022

CITY OF ABILENE

Enprotec/Hibbs & Todd, Inc

Rodney Taylor, Director of Water Utilities



Jordan Hibbs, Vice President

ATTEST:

ATTEST:

By: _____ City
Secretary

By: Bob Benham, CPA

APPROVED:

City Attorney

Attachment A - 1

Scope of Engineering Services (Amendment No. 1) EXHIBIT "A"

HUCKLEBERRY LANE LIFT STATION IMPROVEMENT PROJECT

Consultant (or "Engineer") shall provide additional construction phase services for the Huckleberry Lane Lift Station Project. The original scope included construction phase services related to the completion of the lift station. The full scope of services for the additional tasks is as follows.

This amendment is to include the cost of the alternative lift station design, equipment enclosure options including fiberglass structures, a CMU building, hybrid shade structure that were not included in the original scope. During negotiations with adjacent landowners an odor control unit was added to the design and an additional water service line that required a new layout for the lift station grading, paving and site plan incorporation. These additional site plan layout and designs utilized the total funds associated with the project. This amendment is to cover the construction phase portion of the original service agreement.

I. Basic Services – Construction Phase

A. Successful completion of the Construction Phase, Engineer shall:

1. General Administration of Construction Contract. The extent and limitations of the duties, responsibilities and authority of Engineer remain the same as the original service agreement.
2. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.

B. Engineer's Services under the Basic Services Construction Phase will be considered complete on the date when the final contractor's completion documents are submitted and final notice of acceptability of work has been completed and final payment to the Contractor has been made.

Attachment B-1

Compensation (Amendment No. 1) Huckleberry Lane Lift Station Improvement Project

Payment is on an hourly basis, not to exceed **\$19,500.00** payable per the attached Schedule of Charges. Invoices for payment shall be submitted on a monthly basis, and are subject to 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 Engineer 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 Engineer has been notified.

SCHEDULE: See attached Schedule of Charges

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist.....	150.00 per hour
Project Engineer / Geologist	135.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator).....	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I.....	130.00 per hour
CAD II.....	100.00 per hour
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

Authorize Amendment No. 1 to the
Professional Services Contract with Enprotec/Hibbs & Todd,
Inc. for the Huckleberry Lane Lift Station Improvements.





Amendment No. 1 Design Huckleberry Lane Lift Station Improvements

- Amendment No. 1 to Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT)
- Amendment No. 1 price of \$19,500.00.
- Additional compensation earned by EHT for the evaluation of new equipment and redesign of the essentially completed lift station plans as directed by City staff for work not included in the original contract scope of work.
- Original Contract price of \$122,200.00
- Original Scope of Work includes providing design plans and contract documents, bidding assistance, contract administration, and project general supervision (not RPR).





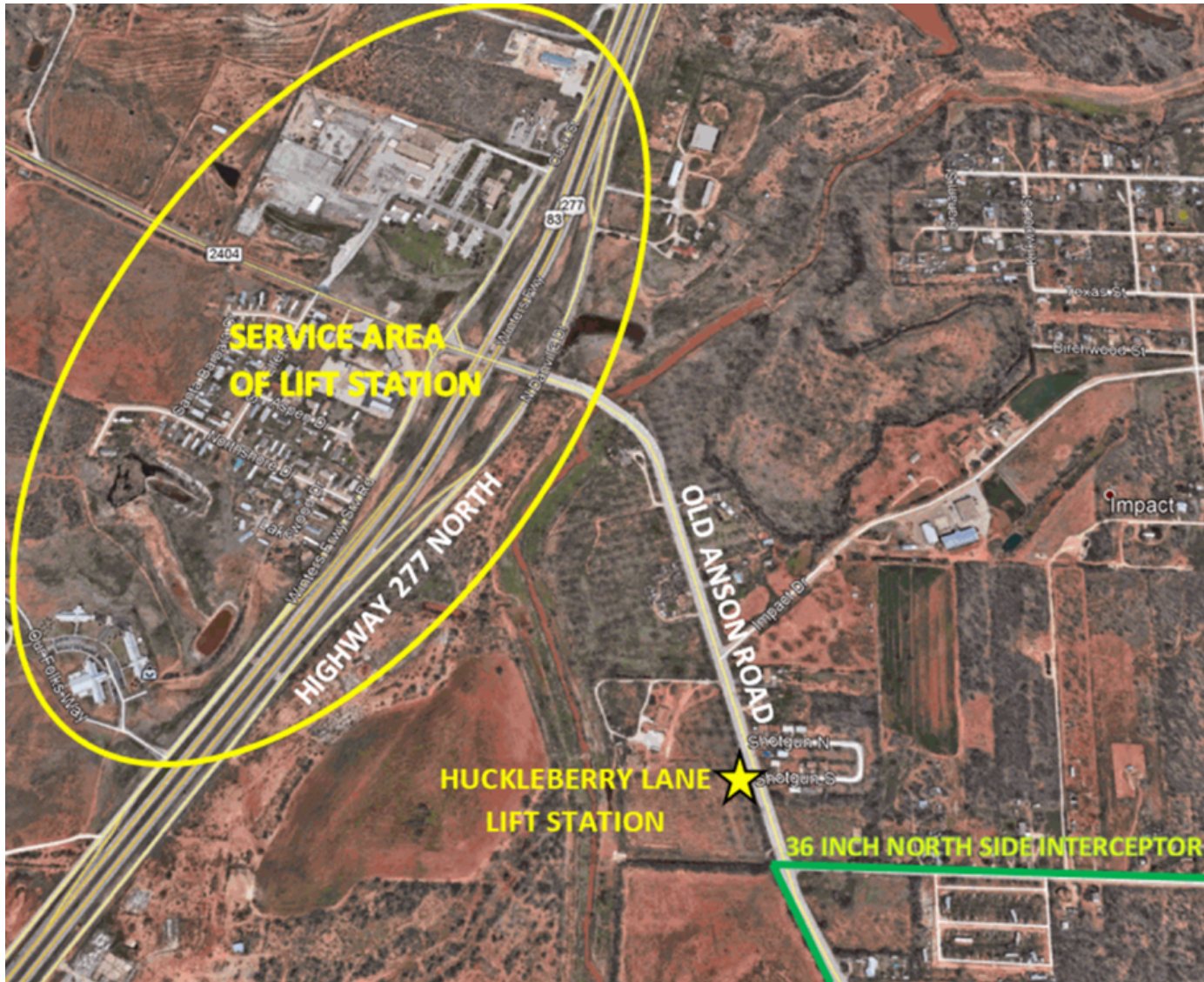
Amendment No. 1 Design Huckleberry Lane Lift Station Improvements

- Original lift station was built in the 1950's to serve new development in far northwest Abilene
- The original Huckleberry Lane Lift Station is outdated and in very poor condition.
- The Design is for a project to replace the existing lift station with a modern facility to improve reliability and ease of maintenance and repairs, and to comply with TCEQ standards.
- Construction work is currently underway.





Amendment No. 1 Design Huckleberry Lane Lift Station Improvements



Authorize Amendment No. 1 to the
Professional Services Contract with Enprotec/Hibbs & Todd,
Inc. for the Huckleberry Lane Lift Station Improvements.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Patagonia Health for the Abilene-Taylor County Public Health District's Electronic Health Record System (*Annette Lerma*)

GENERAL INFORMATION

The ATCPHD currently uses inSync for their Electronic Health Record System and it is not meeting the needs of the organization. It does not provide electronic billing, does not allow for automatic data transfers to the state's ImmTrac2 immunizations database and retrieving information back out for required reporting is cumbersome and time consuming. Patagonia Health caters specifically to local health departments and specializes in creating workflows and reports that support the unique programs and services of public health.

SPECIAL CONSIDERATIONS

Since this system will do automatic data dumps into the state's ImmTrac2 database, it will be able to replace the Luminare software we currently use to facilitate COVID-19 vaccinations.

The only thing it will not do is allow the public to schedule themselves for their shots. But with the significant decrease in volume of appointments, the call volume to schedule these will be manageable with current staff.

FUNDING/FISCAL IMPACT

MIP funds will be used to cover the first year costs. Our current EHR system costs about \$26k annually. We will no longer use Luminare which should save the cost for that system in future years. Luminare is \$86,000 and we shared that cost with the County last year.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. 2022 Resolution_Patagonia Health
2. Patagonia Sales Agreement_10.13.2022
3. Electronic Health Record Comparison_10.2022
4. City Council Presentation_Patagonia_10.13.2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE
ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT AND PATAGONIA
HEALTH**

WHEREAS, the Abilene-Taylor County Public Health District requires an electronic system to record and store medical records and health information; and

WHEREAS, the current electronic health record (EHR) system does not provide critical functions to improve workflow, billing and data transfer to the state database; and

WHEREAS, the City conducted a Request for Proposal (RFP) process to advertise the need for an electronic health record system; and

WHEREAS, each vendor was evaluated for minimum criteria and functionality useful to the unique needs of public health; and

WHEREAS, Patagonia Health specializes in providing EHR systems to public health departments; and

WHEREAS, Patagonia Health will be able to transfer immunization data directly into the state's ImmTrac2 database, and

WHEREAS, Patagonia Health provides a robust reporting module that builds reports based on state reporting requirements and an electronic billing module; and

WHEREAS, the ATCPHD solicited demos and bids from other EHR vendors and determined that Patagonia Health would best meet the unique needs of public health at the best cost value.

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

PART 1. The City Council authorized the City Manager to execute a five (5) year contract Between the Abilene-Taylor County Public Health District and Patagonia Health in the amount of \$270,312.22

PART 2. That this Resolution shall be effective immediately upon adoption.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



1. Sales Agreement

Presented to

Abilene-Taylor County Public Health District - TX

10/7/2022

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

Contact

Robert Delk

O: (919) 439-2220

robert@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the _____ day of _____, 20____ ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **Abilene-Taylor County Public Health District - TX** ("Client" or "Subscriber") located at P.O. Box 2818, Abilene, Texas 79604.

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.
3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.
4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.
5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.
6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject

to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.

7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.
11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.
2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e) (2)(i)(B).
4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

4. Term and Termination

1. Term. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.
2. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. Regulatory References. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
2. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.
3. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions

1.1 Software

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.
2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d)). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.
4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.
2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties**3.1 Vendor Warranties**

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.
2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.
3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.
2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections

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supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

Except as represented in this Agreement, all work products are provided "as is", and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at \$180/hr, plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party's indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1 Insurance: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY**Workmen's Compensation and Employer's Liability**

Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	\$100,000 bodily injury for each accident \$100,000 each employee for disease \$500,000 disease aggregate

Commercial General Liability

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
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Comprehensive Automobile Liability

Combined Limit	\$1,000,000
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Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

\$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested. Insurance coverage will respond to privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws, the Privacy and Security Policies and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.

9. General Provisions**9.1 Assignment**

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Arbitration and Governing Law

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Taylor County, TX in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles.

9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

ORDER FORM**Term:** ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

Marketing: Client provides permission for use of Client's name in Vendor's marketing material including videos and case studies.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Includes: Named Users Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade. Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises. Includes Electronic Prescription (Surescript gold certified), no separate or additional per provider charges Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades Patient portal (meaningful use compliant), no separate or additional charges for users Secure Messaging (staff to staff and agency to patient).	32	Included	Included
System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.		Included	NA

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Data Migration: Import of customer provided Patient Demographic data.		Included	NA
Data Migration: Bulk PDF upload.		Included	NA
Interface: ImmTrac2.		Included	Included
Interface: Labcorp, Solstas, or Quest: Results & Orders.		Included	Included
Immunization Inventory App.		Included	Included
Immunization Barcode scanning software.		Included	Included
Pharmacy App.		Included	Included
Electronic Patient Consent forms with editor tool included.	5	Included	Included
Communicator App.		Included	Included
Electronic Fax.	1	Included	Included
Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).	1	Included	Included
Mass Vaccination App.		Included	Included
Contactless Patient Experience -- includes MyHealth enhanced patient portal, self-service scheduling, registration, and payments, and mobile check-in functions.		Included	Included
Two Factor Authentication.		Included	Included
# of Onsite Training Days (Other) (Note: Days quoted are per person days).	8	Included	NA
Training (Videos): Unlimited, on-demand, access by each user to built in of training videos.		Included	NA

Total Payments	
1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.	\$3,095.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$55,340.00) + Training (\$20,000.00) + first monthly subscription fees (1 * \$3,095.00/month) = \$78,435.00.	\$78,435.00

5-Year Price:

Payments						
	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$106,290.00	\$38,625.60	\$40,170.62	\$41,777.45	\$43,448.55	\$270,312.22

PAYMENT SCHEDULE OPTIONS:**OPTION A** (*Payment Terms*):

Initial to Accept Option A: _____

- (a) Upfront Payment (implementation, training and first month's payment): **\$78,435.00**
(*Due within 30 days of contract date*)
- (b) Ongoing Monthly. 2 months free. Each monthly Payment: **\$3,095.00**
- (c) Total First Year Payments (\$78,435.00 + 9 * \$3,095.00): **\$106,290.00**

OR**OPTION B** (*All Annual Payments, each year, paid in advance*):

Initial to Accept Option B: _____

- (a) Total Year 1 Contract Amount: **\$106,2890.00**
- (b) Discount on only first year total payment (2%) **- \$2,125.80**
- (c) Total Payment after discount for Year 1: **\$104,164.20**
(*Due within 30 days of invoice/contract date*)

ACH PREAUTHORIZED PAYMENTS (DEBITS)

Starting from date ____/____/201__, I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking _____ Or Savings _____ account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME_____
CITY, STATE_____
TRANSIT/ROUTING NUMBER_____
ACCOUNT NUMBER

I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

NAME_____
PRACTICE NAME_____
SIGNATURE_____
DATE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature:

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513
(Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your representative with any question.





Resolution to Approve Vendor Contract

Patagonia Health





inSync – Current EHR

- inSync – secured in 2015
- Not user friendly. Antiquated and cumbersome workflow.
- Reporting feature insufficient and cumbersome to pull numbers required for state and local reporting.
- Not able to incorporate immunizations into the current EHR because it doesn't communicate with the state's immunization registry.
- Unable to implement the electronic billing module. Worked with their IT for 8 months and never able to successfully bill.





RFP Process

- Released August 26, 2022
- Closed September 15, 2022
- Received 8 proposals
- Selection committee narrowed down to 3 based on RFP responses
- Requested demonstrations from the remaining 3 vendors
- Selected Patagonia based on the features of the software, cloud based, security features and reasonable cost.
- See Comparison Spreadsheet in packet for selection details





Patagonia

- Vendor specializes in Public Health
- EHR compatible with ImmTrac2 so immunizations will be transmitted automatically to the state's database.
- Billing module to facilitate electronic submission of claims to Medicaid, Managed Care Organizations and private insurance companies.
- Reports are designed based on state reporting needs which will eliminate hours of staff time hand counting as they currently do.
- Customer service based in the U.S.
- Approved by IT





Cost

- 1st Year: \$106,290.00
- 2nd Year: \$38,625.60
- 3rd Year: \$40,170.62
- 4th Year: \$41,777.45
- 5th Year: \$43,448.55

Total 5 Years Payments: \$270,312.22

*Cost for year one will come from the MIP fund & savings from current EHR.

Future years' cost to be absorbed into the health budget.





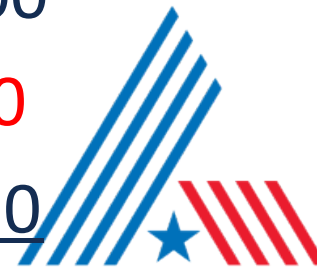
Payment Options

- **Option A** (Payment Terms):

- a) Upfront payment (implementation, training & first month's pmt) \$78,435.00
(due within 30 days of contract date)
- b) Ongoing monthly (2 months free) \$3,095.00
- c) Total first year pmts ($\$78,435 + 9 * \$3,095$) \$106,290.00

- **Option B** (All annual pmts paid in advance each year):

- a) Total year 1 contract amt \$106,290.00
- b) Discount on first yr. only (2%) - \$2,125.80
- c) Total pmt after discount for year 1 \$104,164.20
(due within 30 days of invoice/contract date)



CITY OF
ABILENE
TEXAS

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor Williams and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Management Agreement with All Kind Animal Initiative for management services at Abilene Animal Services (Robert Hanna)

GENERAL INFORMATION

Over the last several years, the City of Abilene has worked with All Kind Animal Initiative in various capacities. At this time, City management is interested in entering into a management agreement with All Kind for the management and operation of the animal shelter. Animal Control will remain a city-managed function.

The attached professional service agreement is intended to serve as the vehicle through which the City contracts All Kind as the shelter manager. It funds the entirety of the City's shelter operations, less those services and personnel associated with Animal Control.

Those employees currently working for the City on the shelter side of Animal Services will become the employees of the contractor. Animal Control employees will remain employees of the City.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

For FY 2023 beginning October 1, 2022 and ending September 30, 2023, the City has allocated

\$1,395,792 for Animal Shelter Services (“Base Contract Amount”). This allocation includes personnel, operating costs, maintenance costs, fuel costs, vehicle costs, utility costs. It is comprehensive of the City’s annual costs to operate the current Animal Shelter at 925 South 25th Street, Abilene, TX 79602, less the cost to operate Animal Control Services, which amounts to \$497,809. In total, the City Council has allocated \$1,893, 601 for Animal Services.

In addition to the base contract amount of \$1,395,792, the contractor will receive an additional five (5%) percent or, approximately \$69,790 for administration and overhead.

Finally, the contractor may request from the City manager up to an additional four (4%) percent as part of the City's annual budget appropriation process.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to enter into the agreement as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Professional Services Agreement All Kind Animal Shelter Mgmt
2. 10-05-2022 - FINAL AGREEMENT
3. All Kind Management Agreement PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH THE ALL KIND ANIMAL
INITIATIVE FOR THE MANAGEMENT OF, AND ADOPTION SERVICES FOR, THE
CITY OF ABILENE'S ANIMAL SHELTER**

WHEREAS, All Kind Animal Initiative is a 501 (c)(3) non-profit organization that seeks to improve animal welfare in the city of Abilene by building a new animal shelter facility, decreasing homeless pet overpopulation through accessible spay/neuter programs, increasing pet retention through expanded foster programming and adoption events, and offering greater education and resources through community outreach; and

WHEREAS, on July 28, 2022, the City Council authorized the City Manager to enter into a Memorandum of Agreement with All Kind Animal Initiative for the lease of city-owned property to construct a new pet adoption and resource center, and for the management and operation of the new pet adoption and resource center; and

WHEREAS, All Kind Animal Initiative is raising private funds in the amount of \$5,000,000 towards the design and construction of the new pet adoption and resource center; and

WHEREAS, in furtherance of the Memorandum of Agreement between the City and All Kind Animal Initiative, the City desires to enter into a Professional Services Agreement with All Kind Animal Initiative for the management and operation of the City's current animal shelter, and for the City's current animal adoption services; and

WHEREAS, the City of Abilene will retain animal control operations and veterinary operations at the animal shelter; and

WHEREAS, the City Council finds that procurement of animal shelter management and operation services, and adoption services, is a professional services agreement and is also necessary to preserve or protect the public health or safety of the City's residents; and

WHEREAS, the City Council finds that management services provided by All Kind Animal Initiative, a nonprofit organization to the City's animal shelter facility, is provided by an organization that has provided significant financial or other benefits to the City; and

WHEREAS, the City Council finds that it is in the best interest of the City of Abilene and its residents, and serves a public purpose, to enter into a Professional Services Agreement with All Kind Animal Initiative.

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

Part 1: That the City Council adopts its findings stated in the Whereas clauses above.

Part 2: That the City Manager is hereby authorized to negotiate and execute a Professional Services Agreement with All Kind Animal Initiative, a nonprofit organization, for the management and operation of the City's current animal shelter facility, including animal adoption services, for the benefit of the citizens of Abilene.

Part 3: That the City of Abilene will retain animal control operations and veterinary operations at the animal shelter.

Part 4. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

PROFESSIONAL SERVICES MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF ABILENE

AND

ALL KIND ANIMAL INITIATIVE

PROFESSIONAL SERVICES MANAGEMENT AGREEMENT FOR ANIMAL SHELTER AND ANIMAL ADOPTION SERVICES

THIS AGREEMENT (“Agreement”) is dated as of the _____ day of _____, 2022 (“Effective Date”), by and between the City of Abilene, Texas (“City” or “Owner”), a Texas Municipal Corporation, and All Kind Animal Initiative, a Texas 501(c)(3) not for profit corporation (“Professional”).

WHEREAS, the City owns and operates and animal shelter located at 925 South 25th Street, Abilene, TX 79602, and

WHEREAS, the City provides Animal Services, which includes operation of the animal shelter, adoptions of animals, and animal control, and

WHEREAS, Professional desires to manage and operate the animal shelter, and provide adoption services, on behalf of the City,

WHEREAS, the City will continue to provide animal control services and veterinary services.

NOW THEREFORE, in consideration of the foregoing premises and the promises and covenants contained herein, it is hereby agreed as follows:

SECTION 1. SCOPE OF WORK

It is agreed that the services to be performed under this Agreement are animal shelter operation and management and adoption services (as such terms are herein defined) under the general supervision of the City Manager of the City of Abilene, Texas or his or her designee, and in accordance with the terms, conditions, and specifications contained or referenced herein. Where there is a conflict between the legal requirements of the State of Texas or the ordinances of the City of Abilene and the requirements set forth below, the legal requirements of the State of Texas and City ordinances shall supersede this agreement and govern.

The Professional shall, within 30 days of the Effective Date, develop and submit Standard Operating Procedures (“SOPs”) for the management and operation of the services provided under this Agreement. The SOPs submitted by the Professional shall be reviewed and approved in writing by the City. In the event the Professional timely develops and submits the SOPs and the City fails to approve the SOPs in writing within 30 days of submission, then either party shall have the option to terminate this Agreement upon 60 days written notice to the other party. During the term of this Agreement, and after the City’s initial approval of the SOPs, the Professional shall periodically revise the SOPs as necessary to (i) comply with applicable Federal, State and local laws, and (ii) to conform with those procedural standards which are generally expected across the animal

services industry and widely adopted by reputable local and national organizations which are engaged in providing services similar to those provided by the Professional under to this Agreement. The Professional shall provide the City with a written copy of any such revisions to the SOPs within five (5) business days of adoption by the Professional.

The Professional agrees that all animal shelter management and adoption services performed for the Owner shall be performed in full compliance with applicable Federal, State and City ordinances, regulations, and policies for such services. Should the terms and conditions of this Agreement conflict with such laws and policies, those laws and policies shall control.

All records, reports and documents relating to this Agreement shall be maintained by the Professional for a period of seven (7) years following the termination of the Agreement. Such records, reports and documents shall be subject to review and audit by the City and the City's agents at mutually convenient times.

The Professional agrees that it shall provide the following animal shelter management and operation services:

A. OPERATION OF THE ANIMAL SHELTER

1. The Professional shall operate and manage the City's Animal Shelter located at 925 South 25th Street, Abilene, TX 79602 (the "Shelter") (or at any other location the City designates and maintains as an animal shelter) in accordance with all applicable Federal, State and Local laws and regulations for operating and maintaining a municipal animal shelter, and specifically but not limited to Chapter 823 of the Texas Health and Safety Code. Additionally, and when not in conflict with State law, the Professional shall manage the Shelter in accordance with the Guidelines for Standards of Care in Animal Shelters by the Association of Shelter Veterinarians.
2. The Professional shall be responsible for the day to day routine care of the Shelter facility and grounds (including the removal of litter and debris from outdoor areas and the watering of plantings during dry periods), provided that grounds maintenance and building maintenance shall be provided by the City of Abilene in accordance with the City's established building and grounds maintenance practices.
3. The Professional shall impound animals seized by the City Animal Control Officers or Police Officers in accordance with the applicable laws and regulations of the State of Texas and the City of Abilene.
4. The public is encouraged to visit the Shelter to volunteer, donate, meet dogs and cats, interact with caregivers and learn about their work. Accessible policies with weekend and evening hours that are convenient for the general public will ensure

that this community resource model is successful and the Professional shall implement hours of operation that are compatible with an open and well used community resource center. At a minimum, the Professional shall operate the Shelter and keep the Shelter open to the public at similar hours as the City currently operates the Shelter (36 hrs/wk at the time of this contract), or such other hours as may be desirable by the Professional and approved by the City Manager. The Professional shall provide fourteen (14) days written notice to the City of any desired change in regular hours of operation from those currently available to the public, and the City Manager shall review the request and either approve or deny the change in writing within five (5) business days. The Professional maintains the right to change hours on a temporary basis for special events or emergencies without the fourteen (14) days notice and will notify the City Manager of such changes as soon as possible.

5. The Professional shall provide an adequately trained staff of sufficient size to provide all services required under this contract, which may include trained volunteers. In the event that the City determines that the training or staffing size provided by Professional is insufficient, the City may provide Professional with written notice of the insufficiency, and Professional shall correct the insufficiency within 30 days from the date of receiving the written notice from the City. In addition, Professional shall notify the City in writing with the steps and measures taken to correct the insufficiency within 10 days of the date of implementing the corrective steps and measures.
6. The Professional shall provide adequate food, water, space, care, treatment, and transportation to all animals housed at the Shelter as required by State law. Animal quarters shall be sanitized and cleaned at least twice daily. The Professional and the City shall use their best efforts to use Professional and City resources cooperatively for the transportation of animals housed at the Shelter.
7. The Professional shall provide a system to monitor medical, length of stay, and other information of each sheltered animal.
8. Notwithstanding anything to the contrary in this Agreement, unless agreed to in writing in advance by the parties, Professional shall have no responsibility whatsoever for the remediation, abatement, correction, cure or administration of any environmental, construction, personnel, real property or other problems that arise at the Shelter during the term of this Agreement that (a) relate to the operation or condition of the Shelter, or activities undertaken at the Shelter, including the underlying real property, prior to this Agreement, or (b) are caused by or arise from sources outside of the Shelter other than Professional, and the City shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement, correction, cure and administration of such problems, and

shall take such actions in a timely manner with as little disturbance or interruption of the use and enjoyment of the Shelter as practicable.

B. IMPOUNDMENT OF ANIMALS AND OTHER DUTIES

1. The Professional shall be responsible for impoundment of State and local mandated quarantine period of any animal which has bitten or is suspected of biting a person or as directed by the State of Texas, the City, or the local rabies control authority.
2. The Professional may accept owner surrendered animals, but is under no obligation to do so. Animals surrendered by their owners may be placed immediately to ensure a live outcome including, without limitation, adoption, foster, transfer, or transport programs.
3. Upon the end of the State mandatory 72 hour hold period for the impoundment of stray animals, the City shall assume possession and ownership of the animal provided that:
 - a. Kittens found as strays under the age of 16 weeks and all cats that are identified as feral, unowned or eligible to be part of a return-to-field program, shall not be required to be held for the mandatory stray hold if being released back after sterilization, vaccination and ear-tipping procedures or being placed into an adoption program; and,
 - b. Litters of kittens or puppies under the age of 8 weeks found as strays are not required to be held for the mandatory stray hold if placed to ensure a live outcome including, without limitation, adoption, foster, transfer, or transport programs; and,
 - c. Animals presented as strays that may have a compromised immune system, such as the very young, ill or elderly, may be placed into temporary foster care during the mandatory stray hold period; and,
 - d. Animals that are believed to be pregnant may be placed into temporary foster care during the mandatory stray hold period.
4. Animals on cruelty holds awaiting court ordered disposition can be placed into specially trained foster homes.
5. The Professional may adopt rules and standards for community cats consistent with State law and City ordinances, subject to written approval by the City.
6. Except for dogs deemed dangerous, or animals on cruelty holds, and subject to the City's ordinances, the Professional has sole discretion to return any animal to the animal's owner or caretaker of a community cat, with or without payment of impoundment fees.

7. The Professional has sole discretion to waive any fines or fees that may be assessed, subject to the City's ordinances.
8. The Professional shall be responsible for the humane euthanasia of any animal using methods consistent with State law. Nothing in this Agreement shall require the Professional to humanely euthanize an animal.
9. The Professional shall maintain all necessary records and reports of animals impounded at the Shelter, as may be required by the State of Texas and the City of Abilene. The Professional shall submit to the City Manager a monthly report containing the following:
 - a. Animal intake total including, species for stray, seized, surrendered by owner or otherwise; and,
 - b. Final disposition of animals including, total by species, returned to owner, adopted, transferred to another agency, return to field, euthanized at owner's request, and euthanasia for all other reasons; and,
 - c. Number of calls for service including, type of call, disposition of call, number of animals impounded
10. The Professional shall, upon request, furnish the Abilene Police Department, the Abilene/Taylor County Public Health Department, or the local rabies control authority all information in its possession about impounded animals and shall cooperate with the Abilene Police Department in enforcement of laws prohibiting cruelty to animals.
11. Whenever the ownership of an impounded animal is ascertained, the Professional shall make a reasonable effort, consistent with State law and City ordinances, to notify the owner of an animal's impoundment within twenty-four (24) hours after the animal is initially confined.
12. The Professional shall use lifesaving practices consistent with the City's intent to achieve a 90% live release rate of animals from the Shelter. The Professional should seek partnerships with responsible rescue groups, and implement adoption strategies consistent with local and nationally renowned animal organizations.
13. Absent a locally written, veterinarian approved animal intake and vaccination policy, the Professional shall use the animal intake and vaccination procedure developed by the University of California at Davis, Shelter Medicine program or the procedure developed by the Association of Shelter Veterinarians.

14. The Professional shall at all times provide the City with a list of names and telephone numbers of Professional's employees who are on call for emergency after-hours services and shall notify the City immediately of any changes in the list.
15. The Professional shall coordinate with the City for calls for service regarding problem wildlife in the city limits, and shall assist Animal Control Officers under the City's authority, to temporarily hold and possess wildlife, in accordance with applicable Federal, State and local laws.
16. The Professional shall be responsible for the creation, operation and management of a trap and removal program for wildlife within the city limits. The program may be through (1) partnering with an independent third party, (2) property owner based by providing traps for homeowners and business owners, (3) through providing trap and removal services with City personnel, or (4) any combination of the above-mentioned methods. The Professional shall determine the best methodology and promulgate rules for the same.

C. PUBLIC SERVICE PROGRAMS

1. In consideration for the award of this Agreement to the Professional, the Professional shall provide at its sole cost and expense the following services:
 - a. A reduced cost spay/neuter program for any animal owned by a resident of the City. If the Professional is unable to secure the partnership of a local or traveling veterinarian in a reduce cost spay/neuter program through no fault of their own, the Professional shall have no obligation to continue the reduced cost spay/neuter program; and,
 - b. A volunteer program to support the activities of the Professional and its operation of the Shelter, provided that all volunteers shall execute a waiver of liability for the City in a form and content acceptable to the City; and,
 - c. Events designed to promote animal adoptions to educate the public about animal welfare; and,
 - d. An adoption program with written adoption procedures and retention of complete adoption records of all adoption attempts and placements.

SECTION 2. CITY FURNISHED FACILITIES AND SERVICES

1. The City shall maintain the parking lot and vehicle movement areas of the Shelter. The City shall also maintain the grounds of the Shelter to include the plantings, grass and mulching, trimming, and maintaining existing trees, shrubs and other foliage.
2. The Shelter building shall be maintained by the City, and the City shall maintain or provide for the reasonable maintenance or replacement of HVAC, lighting, plumbing, electrical, utility

systems, major appliances (including refrigerators, washing machines and dryers), fencing/hardware of the fixed kennels and runs, fencing for the perimeter and outdoor yards, and other general building maintenance. Excluded from the City's Shelter maintenance obligations shall be the pop-up kennels, furnishings owned by the Professional, and custodial maintenance of the shelter. The City will respond to non-emergency maintenance requests within five business days. Emergency maintenance requests relating to the containment or immediate welfare of animals will be responded to within 24 hours or allowance will be given to the Professional to outsource the maintenance request for faster response and an invoice submitted to the City for reimbursement.

3. The City shall provide at least five (5) Animal Control Officers on duty during the Shelter's hours of operation. The City shall provide at least one Animal Control Officer, either on duty or on call, during all other hours. All Animal Control Officers shall be employees of the City, and shall be supervised by the City Manager or his or her designee. In addition, the City shall provide the Professional with a means to contact any on call City employees to respond to any emergency animal service calls received outside the normal hours of operation of the Shelter. In no event shall a person other than an Animal Control Officer certified in accordance with the standards and requirements set forth in Chapter 829 of the Texas Health and Safety Code serve in the capacity of, or otherwise perform the duties of, an Animal Control Officer.
4. Animal Control Officers employed by the City will follow the Professional's SOPs to the extent the Professional's SOPs do not conflict with the City Charter, applicable State law, or the employment policies and procedures of the City. The City and the Professional agree to use their best efforts to coordinate animal control response and intake, it being the intent of both parties that animal control services be provided for the safety of the public, and the welfare of the animals.
5. The City will provide veterinary services to animals at the shelter in custody of the Professional on a part-time basis via the City zoo veterinary team. The City zoo veterinary team will perform their services in accordance with the Professional's SOPs to the extent the Professional's SOPs are reviewed and approved in writing by the City, and are not contrary to or in conflict with the Veterinarian's medical and professional opinion.
6. The City may euthanize animals that are in need of immediate humane euthanasia to end their suffering from illness or injury or in cases involving public safety, including but not limited to situations deemed warranted by the local rabies authority, or a Veterinarian in the case of a injured or ill animal.
7. The City shall be responsible for the collection and disposal of the carcasses of dead animals found on public property within the City. The City shall not be responsible for the collection and disposal of the carcasses of dead animals found on private property. Upon receipt of notification of the carcass of dead animal property, the City shall collect and dispose of said carcass as soon as possible dependent on priority case load.

8. The City will coordinate with Professional to enforce policies and contracts and provide a means to issue Notices of Violation to the public when in breach of adoption or spay/neuter contracts.
9. The City shall provide a dumpster and trash removal services. The Professional may dispose of any item they deem unusable, or unrelated to the Scope of Work of this Agreement with prior notice and approval from the City. In the event the City desires to maintain an item deemed unusable, or unrelated to the Scope of Work of this Agreement, the City will remove said item from the facility within five (5) business days.

SECTION 3. REMUNERATION

For FY 2023 beginning October 1, 2022 and ending September 30, 2023, the City has allocated \$1,395,792 for Animal Shelter Services ("Base Contract Amount"). This allocation includes personnel, operating costs, maintenance costs, fuel costs, vehicle costs, utility costs. It is comprehensive of the City's annual costs to operate the current Animal Shelter at 925 South 25th Street, Abilene, TX 79602, less the cost to operate Animal Control Services. The base contract amount shall be paid to the Professional in twelve (12) equal monthly installments.

1. In addition to the base contract amount, the City shall pay to the Professional an administration fee of five (5%) percent of the base contract amount for administrative costs and overhead incurred by the Professional in the performance of this Agreement.
2. The base contract amount may be increased annually by up to four (4%) percent by written request of the Professional to the City Manager on or before April 30th of any given contract year. Such request will be considered by the City Manager and included in the budget with such additions or subtractions as the City Manager may deem necessary. Any increase is subject to annual Council appropriation.
3. Donations and grants received by the City for the care of animals or for the implementation of animal welfare practices or any other shelter related purpose, including improvements to the facility or equipment, will be allocated to the Professional in addition to the base contract amount. The Professional will maintain and provide upon request any documentation related to donations in accordance with the IRS and its 501(c)(3) status.
4. The parties to this Agreement agree to negotiate in good faith to establish a base contract amount for the operation of any new Shelter facility.

SECTION 4. TERM, ASSIGNMENT AND TERMINATION

1. The initial term will be for three (3) years, unless earlier terminated as provided herein. The parties may mutually agree to extend the term of this agreement for subsequent five (5) year terms, up to a total of seven (7) additional terms, or 38 years in total for all terms.
2. Either party may terminate this agreement without cause, with thirty (30) days written notice before the expiration of the initial term, or the expiration of any subsequent term. Either party may terminate the agreement for cause at any time, with a thirty (30) days written notice, and a thirty (30) days cure period. The party in default of the agreement must receive written notice of the cause of default under the agreement by the other party. In the event the Professional is in default and the City exercises its option to terminate the agreement for cause, the Professional will provide continuity of care until such time as the City may identify another service provider, or provides the services itself, for a period of time not to exceed 90 days
3. Neither the City nor the Professional may assign this Agreement to another responsible party without the written consent of the other parties.
4. For any funding beyond the current fiscal year, the City reserves the right to terminate this Agreement by giving thirty (30) days' written notice before the end of the City's then current fiscal year, without liability to the City, in the event that funding for this Agreement is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.
5. The parties contemplate that, during the term of this Agreement, the parties may agree to pursue the creation of a Local Government Corporation ("LGC") related to the operation and management of the Shelter. In the event the parties do agree to pursue the creation of such LGC, the parties shall make all reasonable, good-faith efforts to negotiate a mutually agreed amendment to this Agreement to account for such LGC.

SECTION 5. INDEMNITY

1. 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.

"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

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

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

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

1. Indemnity

The Professional shall indemnify, hold harmless, and defend the City from and against liability for any Claims or Damages arising out of the Professional's work and activities conducted in connection with this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City or its officers, agents, or subcontractors. IN THE EVENT THE PROFESSIONAL AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARITIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional’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 Professional or Professional’s employees.

To the fullest extent allowed by law, the City shall indemnify, hold harmless, and defend Professional and Professional’s employees from and against liability for any Claims or Damages arising from (i) the fact that the Shelter and its premises are not or have not been, in compliance with all applicable laws, ordinances, and regulations, including, but not limited to, the ADA, (ii) the fact that prior to or as of the commencement of the term of this Agreement there is any condition on, above, beneath or arising from the premises

occupied by the the Shelter which might, under any applicable laws, ordinances, and regulations, give rise to liability or which would or may require any “response,” “removal” or “remedial action” (as such terms are defined under CERCLA), (iii) any structural defect or unsound operating condition with respect to the Shelter or the premises occupied by the Shelter prior to or as of the commencement of the term of this Agreement, (iv) any non-compliance by the Professional with any pre-existing agreement of the City on or prior to the commencement of the term of this Agreement, or (v) any act or omission carried out by the Professional at or pursuant to the direction or instruction of the City; provided, however, that the foregoing indemnification under clause (v) shall not extend to Claims or Damages arising from any negligent or wrongful act or omission of the Professional or Professional’s employees.

The City and Professional shall provide one another with prompt and timely notice of any covered event which in any way affects or might affect either party. Each party shall fully cooperate with the other in the defense or settlement of all such claims. The party seeking indemnification shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld. The party seeking indemnification shall cooperate in the indemnifying party’s defense of such claim at the sole cost of the indemnifying Party.

To the fullest extent allowed by law, the indemnity obligations of the parties under this Agreement shall survive the expiration or termination of this Agreement. The indemnity obligations of the parties under this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY’S LIABILITY FOR CLAIMS OR DAMAGES UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

SECTION 6. INSURANCE

- A. The Professional agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Professional 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's Office of Risk Management 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.

The required liability insurances and their certificates shall:

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

Before the City executes the notice to proceed with any work under this Agreement, the Professional 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 Professional 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
- c. otherwise improving real property or an appurtenance to real property through similar activities.

B. The types of insurance required in this agreement are those listed below:

<u>Type</u>	<u>Amount</u>
<u>X</u> a. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>X</u> b. 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> c. Business Automobile Liability to include coverage for: . Owned/Leased Autos	\$500,000 combined single limit for bodily injury and property damage

. Non-Owned Autos (per occurrence)
. Hired Cars

 X d. Professional Liability \$500,000 combined single limit
(per occurrence)

- C. To the extent permitted by law or the respective policy, the City shall cause Professional to be named as an additional insured under all of the City's property and hazard insurance policies covering or relating to the Shelter.

SECTION 7. ADDITIONAL PROVISIONS

1. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Professional is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Professional verifies that Professional does not boycott Israel and will not boycott Israel during the Term of this Agreement.
2. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Professional is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
3. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Professional employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Professional represents that: (1) the Professional does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Professional will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
4. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the Professional employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Professional represents that: (1) the Professional does not boycott energy companies; and (2) the Professional will not boycott energy companies during the Term of this Agreement.

5. Professional must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Professional -- not City -- must verify eligibility for employment as required by IRCA.
6. 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 Professional. The Professional 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 Professional 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.
7. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses designated below (or to such other address, facsimile number or e-mail address as a party may designate by notice to the other parties):

To City:

City of Abilene
Attn: City Manager
555 Walnut St
Abilene, TX 79601
Email: Robert.hanna@abilenetx.gov

With copy to:

City of Abilene
Attn: City Attorney
555 Walnut St
Abilene, TX 79601
Email: stanley.smith@abilenetx.gov

To Professional:

All Kind Animal Initiative
Attn: Executive Director
834 N 3rd St, Ste B
Abilene, TX 79601
Email: info@allkindabilene.org

With copy to:

All Kind Animal Initiative
Attn: President
834 N 3rd St, Ste B
Abilene, TX 79601
Email: andrea.allkindabilene@gmail.com

8. The Professional is an Independent Contractor. Professional and Professional's employees are not the agents, servants or employees of the City. This Agreement does not create a partnership, joint venture, or other legal entity between the parties.

9. This Agreement, 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 Agreement are of no effect. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. This Agreement does not supersede or amend the Memorandum of Agreement and Development Agreement previously entered into between the parties. This Agreement shall not be amended or modified in whole or in part except by written agreement executed by each of the parties to this Agreement.
10. The Professional 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. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section 7.10 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over Professional, any auditor of the parties hereto, by judicial or administrative process, or otherwise by applicable law or regulation. Professional agrees to cooperate with any public information request submitted to the City related to this Agreement.
11. Neither party shall be liable for any delay, damage, loss, failure, or inability to perform due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including but not limited to shortages or delays in obtaining materials from suppliers that cannot reasonably be cured by obtaining the needed materials from another source, work stoppages not involving employees of either party that cannot reasonably be overcome, fires, riots, rebellions, wars, acts of terrorism, accidents, explosions, floods, storms, acts of God, epidemics, pandemics, government orders, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
12. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.
13. The rights and remedies under this Agreement are in addition to and not exclusive of any other rights, remedies, powers and privileges whether at law, in equity under this Agreement or otherwise, that any party may have against another. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of a preceding or subsequent breach of the same or any other covenant or agreement.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and PDF signatures to this Agreement shall be acceptable and binding.
15. 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.
16. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

CITY OF ABILENE, TEXAS

ALL KIND ANIMAL INITIATIVE

By: _____
Robert Hanna, City Manager

By: _____
Andrea Robison, _____

ATTEST:

ATTEST:

By: _____
Shawna Atkinson, City Secretary

By: _____

(Corporation's Secretary)



Resolution:

Approving a Management Agreement
with All Kind Animal Initiative for
Management Services at Abilene Animal
Services





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor Williams and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Fallen Hero Memorial (*Robert Hanna*)

GENERAL INFORMATION

Early in the tenure of the current City Manager, Council gave direction to explore a memorial for fallen City heroes. Over the course of the last seven years, much of the work associated with this has started and stopped based on the availability of funds, change in personnel, or a global pandemic. Now comes the current proposal for Council's consideration that not only has the support of the community stakeholders, but is also fundable with available one-time capital project funds from the City of Abilene.

The proposed memorial would be placed in the north courtyard of the convention center. It would be comprised of a freestanding canopy structure and a series of stainless steel laser inscribed plaques depicting the portraits of those who have given their all in the service of their community.

A stakeholder committee representing City personnel and surviving spouses vetted multiple concepts with the assistance of local architect, Tim Rice McClarty. They determined the proposal before you today best provided for an appropriate and meaningful memorial and recognition of service. All are in agreement that this design is the design to move forward to seek City Council approval.

SPECIAL CONSIDERATIONS

The proposed shade or canopy structure is expensive and we are exploring more cost-effective alternatives. The budget presented is the amount required to purchase the shade structure originally scoped as part of the design by the architect.

FUNDING/FISCAL IMPACT

The total cost of the design as submitted is approximately \$450,000 dollars. This includes the shade structure absent any exploration of alternatives through a competitive bid.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to engage the services of Tim Rice McClarty, AIA for construction management services, and to follow all competitive bidding requirements as required by law for the construction of the proposed fallen heroes memorial.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Fallen Hero Memorial
2. Schematic Design Layout
3. Shade Structure
4. Memorial Plaza Preliminary Budget
5. Fallen Hero Memorial PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE FALLEN HERO MEMORIAL PROJECT**

WHEREAS, early in the tenure of the current City Manager, Council gave direction to explore a memorial for fallen City heroes; and

WHEREAS, over the course of the last seven years, much of the work associated with this project has started and stopped based on the availability of funds, change in personnel, or a global pandemic; and

WHEREAS, now comes the current proposal for Council's consideration that not only has the support of the community stakeholders, but is also fundable with available one-time capital project funds from the City of Abilene; and

WHEREAS, the proposed memorial would be placed in the north courtyard of the convention center, and it would be comprised of a freestanding canopy structure and a series of stainless steel laser inscribed plaques depicting the portraits of those who have given their all in the service of their community; and

WHEREAS, a stakeholder committee representing City personnel and surviving spouses vetted multiple concepts with the assistance of a local architect, and they determined the proposal before you best provides for an appropriate and meaningful memorial and recognition of service.

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

PART 1: The City Council approves the Fallen Hero Memorial design concept as presented, and authorizes the City Manager to pursue finalization of design of the project.

PART 2: This Resolution is effective immediately upon adoption

ADOPTED this 13th day of October, 2022

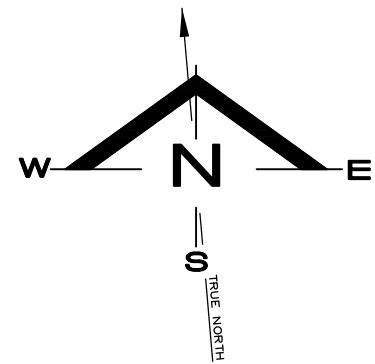
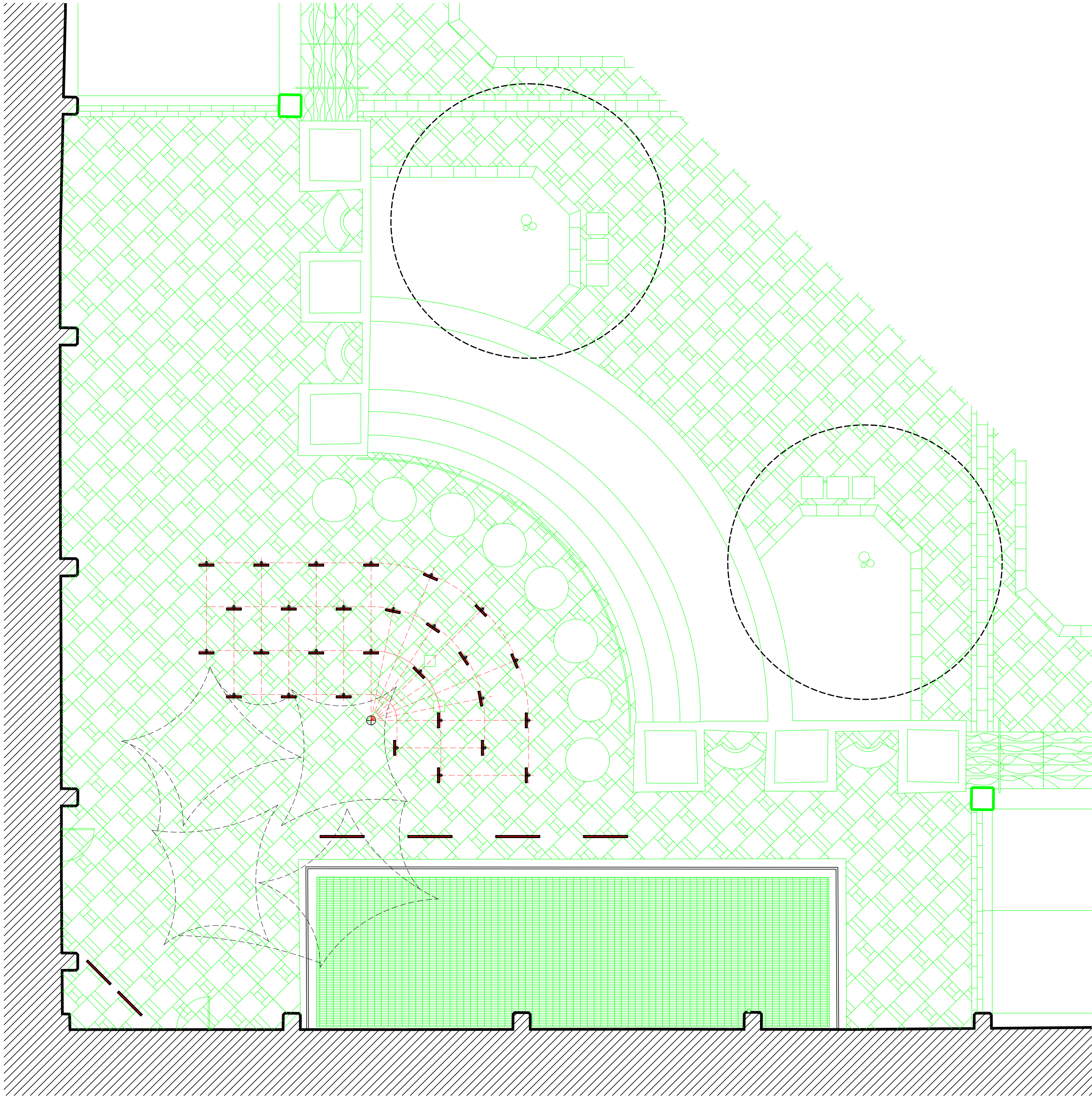
ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PARTIAL SITE PLAN

SCALE : 3/16" = 1'-0"

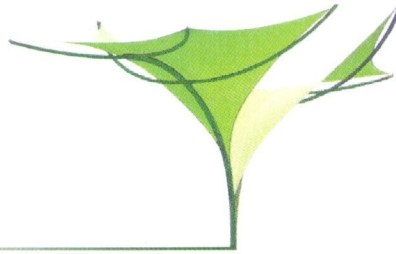
Architect : Tim Rice McClarty
Date : 09-27-22
This Drawings May not be Used
for regulatory approval,
permitting, or construction.

DATE : 09/22
P.N. : 2022.02
APP : T.R.M.

A.1

AN ADDITION TO THE EXISTING :
ABILENE CONVENTION CENTER
MEMORIAL PLAZA
1100 NORTH 6TH STREET
ABILENE, TEXAS 79601

Tim Rice McClarty, AIA
The Architectural and Interior Design Office of
Abilene, Texas 79602
(325)698-3860



TENSILE SHADE PRODUCTS, LLC
525 East Roger Road
Tucson, AZ 85705

520 903-0414 / www.tensileshadeproducts.com

3/17/2022

Attn: Tim Rice McClarty
The Architectural and Interior Design Office of Tim Rice
2610 S. Treadaway Blvd.
Abilene, TX 79602
(325) 698-3860

COST ESTIMATE *

TRILLIUM® - City of Abilene Animal Adoption Center - Abilene, TX		
ITEM		COST
TRILLIUM® **	UNIT PRICE \$70,135 x 4	\$280,540
ENGINEERING SERVICES ***		\$1,890
SHIPPING to Abilene, TX		\$22,360
OPTIONAL INSTALLATION ADVISOR ****		\$3,480

* Does not include foundation construction, anchor bolts, templates, decorative base plate trim covers, permitting, permit fees, inspections, change orders, rush charges, site visits, and sales tax.

** Unit price includes sandblasted mill finish carbon steel frame, shade cloth canopy, and all connection hardware.

*** Sealed Product Drawings, Foundation Drawing, and Structural Calculations with client provided Geotechnical Report.

**** Client responsible for having appropriate labor and equipment to offload steel and / or crates.

***** Our Installation Advisor will advise your local crew responsible for installation of our products for a day, during installation of the steel frames, and after will demonstrate installation, tensioning, and removal of the shade cloth canopies to the contractor and an Owner-designated representative (from facilities maintenance team, for example). The Installation Advisor must be scheduled four weeks before installation date. If installation date changes after plane tickets have been purchased, the customer will be responsible for any costs associated with re-scheduling our Installation Advisor's trip.

This estimate good for 7 days from date shown above.

Due to current steel market fluctuations we have shortened our estimate price period. Once the market has stabilized we hope to return to a 30 day estimate period.

THANK YOU FOR YOUR BUSINESS

E031722A1

SPECIFICATIONS

TRILLIUM® is engineered for Wind Exposure C, 90 mph (3 second gust) by ASCE 7-05, or 115 mph (ultimate 3 second gust) by ASCE 7-10. Not engineered for snow loads. Canopies must be removed prior to snow, and in advance of hurricanes and tornados.

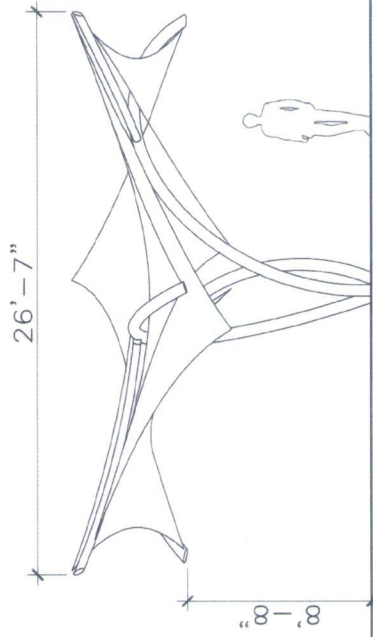
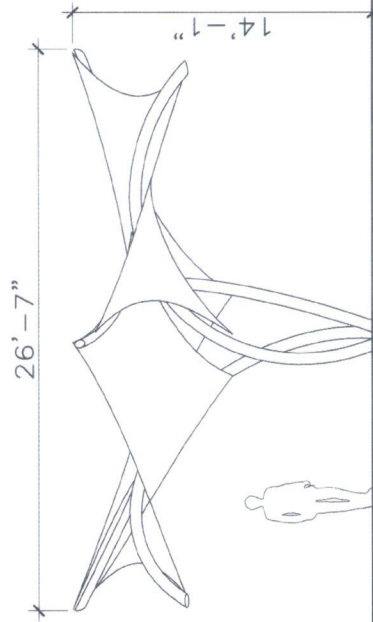
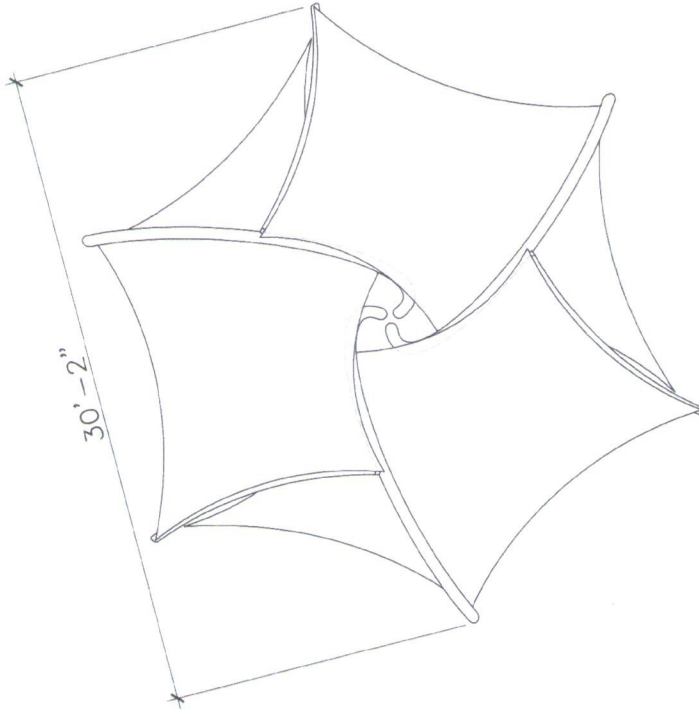
Steel frame is fabricated by an AISC certified facility.

DRAWSCREW™ tensioning hardware in Type 316L Stainless Steel and AMPCO® Alloy

Canopy is manufactured from the highest quality fire-retardant knitted HDPE fabric. Fabric complies with the following fire codes: ASTM E-84 Class A and NFPA 701-2010. Fabric is available in 18 colors with shade factors ranging between 72-96%.

Standard powder coating is available as well as Super Durable. Super Durable is AAMA 2604* compliant.

*AAMA 2604-10 compliance dependent upon the color and/or effect.



TENSILE SHADE PRODUCTS, LLC

525 East Roger Road
Tucson, AZ 85705 U.S.A.
+1 520 903-9005
tensileshadeproducts.com



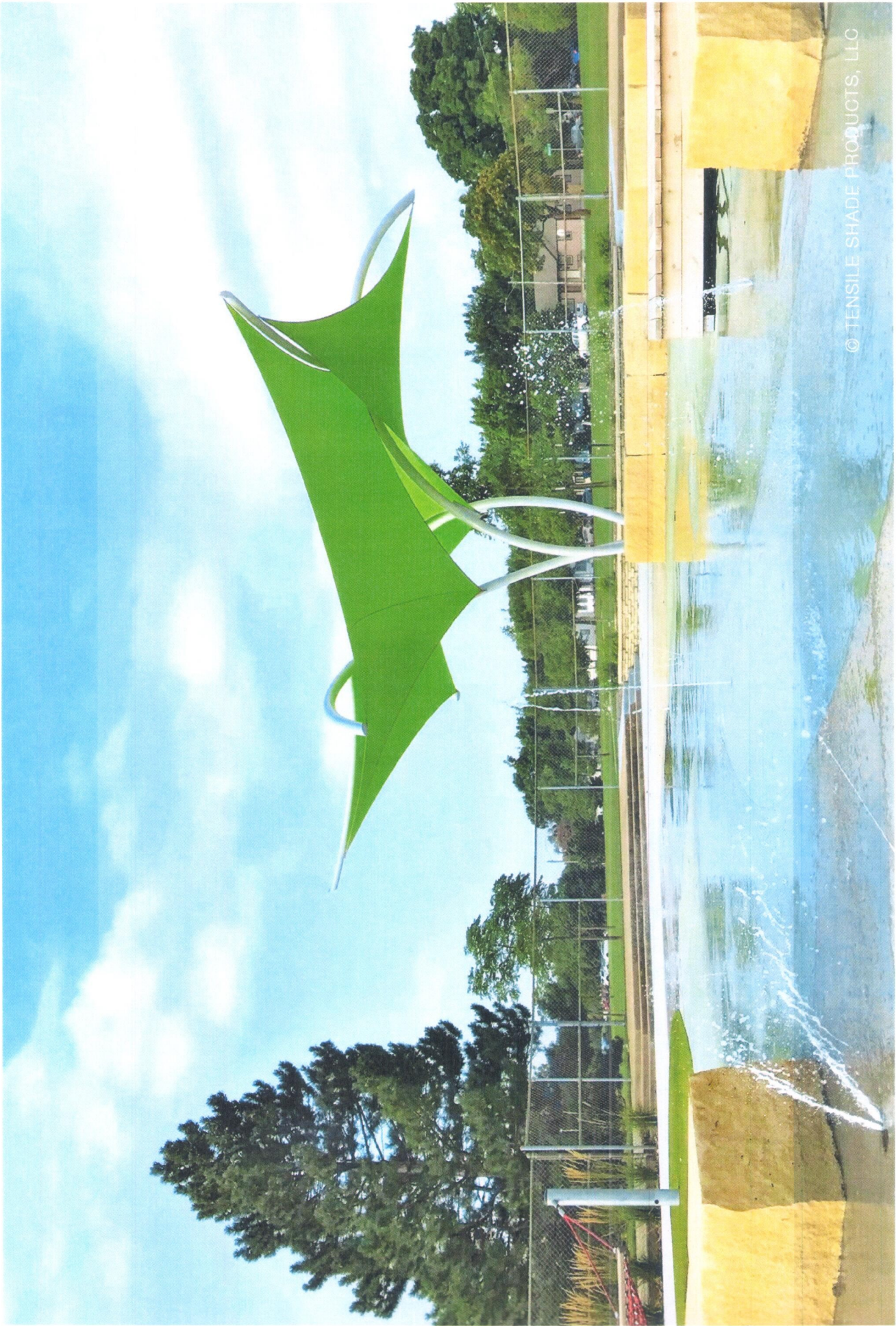
TRILLIUM®

Shade Sculpture

Patent Pending ©2017 TENSILE SHADE PRODUCTS, LLC



Tensile Shade Products, LLC (TSP) expressly disclaims responsibility from any unauthorized use of these drawings. These drawings may not be used for any purpose, outside the project for which they were originally provided by TSP, without written authorization from TSP. These drawings are of copyrighted TSP designs or products built exclusively by TSP, and they may not be provided to any company other than TSP to obtain a construction bid. The drawings on this sheet may have been reproduced at a size different than originally drawn. Drawings are not to be scaled, and TSP assumes no responsibility for the use of incorrect scale.



Wednesday, September 14, 2022

Convention Center Proposed Elements of the Memorial Plaza

1. Memorial Plaques - 28 locations established. 15 Positions will be filled at this time.
Budget - \$56,050
2. 6 – 3'-0" wide by 6'-0" tall history boards. All will be etched stainless steel. Four will be located in front of the A/C space to screen the unsightly a/c area. Two will be located in front of the gas meter to screen that unsightly area.
Budget - \$64,350
3. New A/C guardrail to match all other stainless-steel rails on site. This work has already been approved and guardrails are in production now.
Budget - \$0
4. Fabric shade structure in neutral colors. Form of structure will attract attention to the Memorial Plaza but not overpower the history board or plaques. Shade structure will be up-lighted.
Budget - \$160,000
5. Memorial plaza will be flood lighted with low lumen moonlighting. Minimal footcandles, just adequate for circulation and reading information on the history boards and plaques.
Budget - \$30,000

Hard Cost :

Structure.....	\$ 310,400
Contingency allowance.....	<u>\$ 30,000</u>
Sub-total.....	\$ 340,400
General Contractor's Overhead and Profit 18%.....	<u>\$ 61,300</u>
Total Hard Cost.....	\$ 401,700

Soft Cost :

Architectural Flat Fee.....	\$ 32,200
Structural Engineers Flat Fee.....	\$ 5,600
TAS / RAS.....	\$ 2,500
Reimbursable expenses.....	\$ 1,000
Contingency Allowance.....	<u>\$ 5,000</u>
Total Soft Cost.....	\$ 46,300

Possible Cuts :

History Boards.....	(\$ 75,900)
Shade Structure through City.....	<u>(\$ 60,000)</u>
	(\$ 135,900) = \$ 265,800



Resolution:

Approving a the City of Abilene Fallen Hero Memorial





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Appointment of Jonathan Seabourn as an Assistant City Attorney (*Stanley Smith*)

GENERAL INFORMATION

Section 73, Charter of the City of Abilene, provides that there shall be such Assistant City Attorneys as may be authorized by the Council and appointed by the City Attorney. Section 73, Charter of the City of Abilene, further provides for the appointment of an Assistant City Attorney upon approval of the City Council.

Such Assistant City Attorneys shall be authorized to act for and on behalf of the City Attorney.

Jonathan R. "Jon" Seabourn, Attorney at Law, is recommended by the City Attorney for appointment as an Assistant City Attorney, in accordance with the City Charter of the City of Abilene.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

The City Attorney recommends that the City Council approve the appointment of Jon Seabourn as an Assistant City Attorney of the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Appointing Jonathan Seabourn Asst City Atty
2. Appoint Asst City Atty Jon Seabourn

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE APPOINTMENT OF JONATHAN R. SEABOURN AS ASSISTANT
CITY ATTORNEY**

WHEREAS, Section 73, Charter of the City of Abilene, provides that there shall be such Assistant City Attorneys as may be authorized by the Council and appointed by the City Attorney; and,

WHEREAS, Section 73, Charter of the City of Abilene, further provides for the appointment of an Assistant City Attorney upon approval of the City Council; and,

WHEREAS, such Assistant City Attorneys shall be authorized to act for and on behalf of the City Attorney; and

WHEREAS, Jonathan R. Seabourn, Attorney at Law, is recommended by the City Attorney for appointment as an Assistant City Attorney, in accordance with the City Charter of the City of Abilene.

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

That the City Council of the City of Abilene hereby approves of the appointment of Jonathan R. Seabourn, attorney at law, as an Assistant City Attorney, City of Abilene.

ADOPTED this 13th day of October, 2022.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Appointment of Jon Seabourn as Assistant City Attorney

October 13, 2022





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code, by Amending the Extent of Listed Speed Limit of 55 mph on Oldham Lane to 1,250 feet south of Hardison Lane and Adding a 60 mph Speed Limit on Oldham Lane from 1,250 feet south of Hardison Lane to the south City Limits (*Max Johnson*)**

GENERAL INFORMATION

TxDOT has evaluated and recommends modification of existing speed limit signage on Oldham Lane. TxDOT will place signage for the new 60 mph speed limit zone approximately 1,250 feet south of Hardison Lane and extend to the south City Limit.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No funding or fiscal impact expected.

STAFF RECOMMENDATION

Staff recommends approval of this modification to the Municipal Code.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Ord_Amend_Oldham_Lane_Speed_Limits
2. Red Line and Black Line Versions Speed Limit on Oldham Lane
3. TxDOT Strip Map FM 1750 (Oldham Lane)
4. PP_Oldham Lane Speed Zone Modification

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-285, “INCREASED SPEED LIMITS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, Texas Department of Transportation has recently installed a new school zone on Oldham Lane in the vicinity of Hardison Lane; and

WHEREAS, Texas Department of Transportation has evaluated and recommends modifying the existing speed limits to accommodate the new school zone; and

WHEREAS, the City Code of Ordinance provides for increased speed limits in City Limits; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the recommended changes to the speed limit on Oldham Lane.

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

PART 1: That Chapter 18, Article XIII, Section 18-285, “Increased Speed Limits,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any 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 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. 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 22nd day of September 2022.

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 9th day of October, 2022, 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 13th day of October, 2022, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of October 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55

South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35

	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35

Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50

	From 200 ft. south of Cornell Dr. to 1,250 ft. north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50

	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

Increased Speed Limit Ordinance in City Code

Red Line Version

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35

	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55
South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35

Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35
	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55

	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35
Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45

Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50
	From 200 ft. south of Cornell Dr. to the south City limits to 1,250 ft north of City limits	55
	From 1,250 ft north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45

	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twylight Tr.	45
	From 200 feet south of Twylight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40

West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50
	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

Black Line Version

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55

North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55
South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50

	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35
	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40

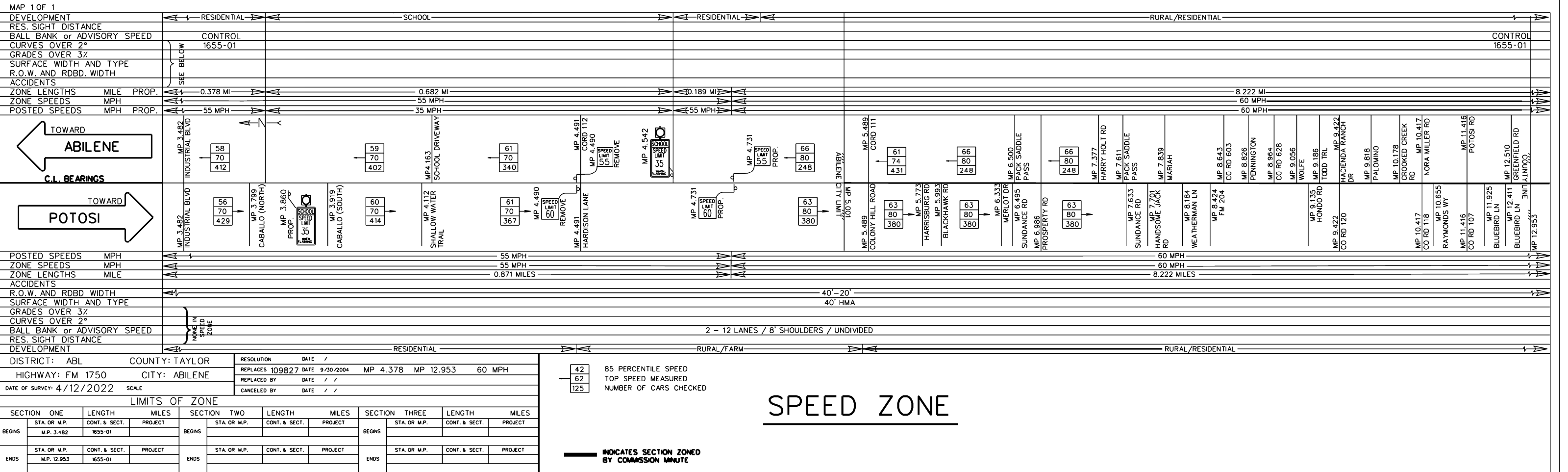
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35
Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40

	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40

	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50
	From 200 ft. south of Cornell Dr to 1,250 ft north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55

Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55
	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55

	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50
	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40



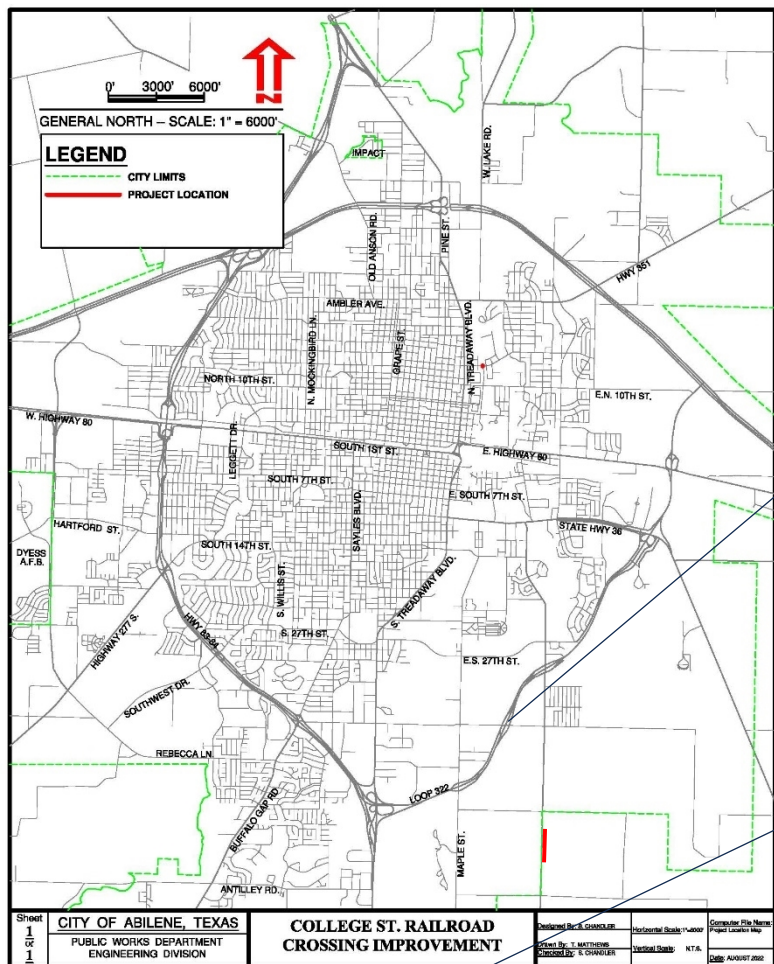
Ordinance: Amending Abilene Municipal Code For Speed Limit Modification on Oldham Lane

Max Johnson





Location of Speed Limit Modification on Oldham Lane





Speed Limit Modification on Oldham Lane

- TxDOT installed a new school zone on Oldham Lane and recommends speed limit modification
- Modifies existing Municipal Code to incorporate new speed limit adjacent to new school zone to south City Limits





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 21. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 29, Article IX, "Special Events License" of the Code of Ordinances (*Lesli Andrews*)

GENERAL INFORMATION

The City of Abilene is creating a "one-stop shop" for special events. The Special Events Permitting Division will be located in the Parks and Recreation Department and managed through the Parks and Recreation Office. This will create one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and updated the Fee Schedule to include special event fees.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Ordinance Amending Special Events License
2. ARTICLE_IX.____SPECIAL_EVENTS_PERMIT 9222022
3. Redline ARTICLE_IX.____SPECIAL_EVENTS_LICENSE
4. Presentation Special Events Permit Ordinance

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 29 “STREETS AND SIDEWALKS;” ARTICLE IX “SPECIAL EVENT LICENSE;” OF THE CODE OF THE CITY OF ABILENE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND A CALLING A PUBLIC HEARING.

WHEREAS, Chapter 29, Article IX of the Abilene Code of Ordinance sets forth the procedure to issue a special events licenses; and

WHEREAS, the City of Abilene seeks to revise the Ordinance to issue a special events permit rather than a license, and to streamline the process via the Ordinance, policy and fees.

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

Part 1: That Chapter 29, Article IX, “Special Events License” of the Code of Ordinances, City of Abilene, Texas is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

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

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

Part 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said offense, 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.

ADOPTED on first reading on this 22nd day of September, 2022.

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 9th day of October, 2022, 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 13th day of October, 2022, to permit the public to be heard.

ADOPTED on second and final reading on this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ARTICLE IX. SPECIAL EVENTS PERMIT

Sec. 29-160. Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at special events which utilize City of Abilene rights-of-way by creating a permitting process for these events.

Sec. 29-161. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

City Manager. The City Manager of the City of Abilene or designee.

Official. City of Abilene Peace Officers, or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

Special Event Permitting Department. The department of the City of Abilene responsible under the Special Event Permit Policy for accepting applications for a Special Events Permit.

Sec. 29-162. Permit requirements and exemptions.

- (a) Any event that utilizes City of Abilene rights-of-way shall comply with the permitting requirements of the special event permit policy adopted by City Council and kept on file with the City Secretary.
- (b) This article does not apply to events which require a street use license under article V of this chapter.

Sec. 29-163. Application.

Applicants for special event permits under this article must file an online application.

Sec. 26-164. Required fee.

- (a) The fee for a special event permit shall be approved by the City Council. No application for a permit will be processed until the required fees are tendered to the City. The permit fee is nonrefundable and shall not be prorated.
- (b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

Sec. 29-165. Issuance.

Upon completion and approval of the application, the City shall issue a permit to the applicant within the timelines indicated in the special event permit policy.

Sec. 29-166. Expiration.

All permits issued under the provisions of this article shall expire at the termination of the permitted event.

Sec. 29-167. Transfer.

No permit issued under the provisions of this article shall be transferred or assigned.

Sec. 29-168. Denial.

An application for permit may be denied to a person under this article for the following reasons:

- (1) An investigation reveals that the applicant falsified information on the application.
- (2) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the event to occur as requested.
- (3) An application is incomplete or submitted after the application due date.

Sec. 29-169. Revocation.

- (a) Permits issued under the provisions of this article may be revoked for any of the following causes by any official of the City:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying out the permitted event.
 - (3) The applicant refuses to comply with the terms of the permit.
 - (4) The applicant has not provided proof of insurance, if required.
- (b) Notice of revocation of a permit shall be given verbally or in writing, and state the grounds of the revocation.
- (c) When the applicant receives notice that their permit has been revoked, they shall immediately surrender their permit to the revoking official and immediately cease the special event.

Sec. 29-170. Appeals.

- (a) An appeal from any act of denial or revocation of any permit shall be filed with the City Manager within five (5) business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision of the City Manager on such appeal shall be final and may not be appealed further.

Sec. 29-171. Penalty for violation.

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each and every day that such violation shall continue shall be deemed to constitute a separate offense.

Secs. 29-172—29-180. Reserved.

ARTICLE IX. SPECIAL EVENTS PERMITLICENSE

Sec. 29-160. Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at special events which utilize City of Abilene rights-of-way by creating a permittinglicensing process for these events.

Sec. 29-161. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

~~*City Licensing Department.* The department of the City responsible under the special event license policy for accepting applications for a special events license. These departments include the Police Department and the Department of Public Works.~~

City Manager. The City Manager of the City of Abilene or designee.

Official. City of Abilene Peace Officers, ~~the Director of Public Works or designee,~~ or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

~~*Special Event Permitting Department.* The department of the City of Abilene responsible under the Special Event Permit Policy for accepting applications for a Special Events Permit.~~

Sec. 29-162. PermitLicense requirements and exemptions.

- (a) Any event that utilizes City of Abilene rights-of-way shall comply with the permittinglicensing requirements of the special event permitlicense policy adopted by City Council and kept on file with the City Secretary~~Police Department and the Department of Public Works.~~
- (b) This article does not apply to events which require a street use license under article V of this chapter.

Sec. 29-163. Application.

Applicants for special event permitslicenses under this article must file an online application.~~with the applicable City Licensing Department an application in writing on a form obtained from the City.~~

Sec. 26-164. Required fee.

- (a) The fee for a special event permitlicense shall be approved by the City Council, determined from time to time and placed on file in the office of the City Secretary. No application for a permitlicense will be processed until the required fees are tendered to the City. The permitlicense fee is nonrefundable and shall not be prorated.
- (b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

Sec. 29-165. Issuance.

Upon completion and ~~approval~~~~presentation~~ of the application, the City shall issue a ~~permit~~~~license~~ to the applicant within the timelines indicated in the special event ~~permit~~~~license~~ policy.

Sec. 29-166. Expiration.

All ~~permits~~~~licenses~~ issued under the provisions of this article shall expire at the termination of the ~~permitted~~~~licensed~~ event.

Sec. 29-167. Transfer.

No ~~permit~~~~license~~ issued under the provisions of this article shall be transferred or assigned.

Sec. 29-168. Denial.

An application for ~~permit~~~~license~~ may be denied to a person under this article for the following reasons:

- (1) An investigation reveals that the applicant falsified information on the application.
- (2) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the event to occur as requested.

(3) An application is incomplete or submitted after the application due date.

Sec. 29-169. Revocation.

(a) ~~Permits~~~~Licenses~~ issued under the provisions of this article may be ~~re~~-revoked for any of the following causes by any official of the City:

- (1) Fraud, misrepresentation or false statement contained in the application for ~~permit~~~~license~~.
- (2) Fraud, misrepresentation or false statement made in the course of carrying out the ~~permitted~~~~licensed~~ event.
- (3) The applicant refuses to comply with the terms of the ~~permit~~~~license~~.
- (4) The applicant has not provided proof of insurance, if required.

(b) Notice of revocation of a ~~permit~~~~license~~ shall be given verbally or in writing, and ~~states~~~~specify~~ the grounds of the revocation.

(c) When the applicant receives notice that their ~~permit~~~~license~~ has been revoked, they shall immediately surrender their ~~permit~~~~license~~ to the revoking official and immediately cease the special event.

Sec. 29-170. Appeals.

- (a) An appeal from any act of denial or revocation of any ~~permit~~~~license~~ shall be filed with the City Manager within five (5) business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.

-
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision ~~and order~~ of the City Manager on such appeal shall be final and may not be appealed further~~conclusive~~.

Sec. 29-171. Penalty for violation.

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount ~~not less than fifty dollars (\$50.00) not exceeding nor more than~~ five hundred dollars (\$500.00) for each offense. Each and every ~~day~~hour that such violation shall continue shall be deemed to constitute a separate offense.

Secs. 29-172—29-180. Reserved.

Amend Special Events Permit Ordinance

October 13, 2022





General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications
- Special Events Permitting Department will be located in the Parks and Recreation Department
- One location for citizens to make inquiries, complete applications, make payments and access City resources needed for an event





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 22. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fees and Charges Ordinance adding Special Events Fees. (*Lesli Andrews*)

GENERAL INFORMATION

The City of Abilene is creating a "one-stop shop" for special events. The Special Events Permitting Division will be located in the Parks and Recreation Department and managed through the Parks and Recreation Front Office. This will create one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and update the Fee Schedule to include special event fees.

The Fiscal Year 2023 Fee Schedule was adopted on August 11, 2022. Request to add seven (7) new Special Events fees to the Fiscal Year 2023 Fee Schedule. The effective date for the new fees will be October 13, 2022. The new fees include an application fee, an application late fee, barriers, street sweeping, and cones. There are other fees that will be a part of the special event process, when applicable, but they are already approved in the current fee schedule. These include, but are not limited to, a tent permit, Pyrotechnics/Fireworks Permit, Carnival/Fair Permit, Solid Waste trash receptacles.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Possible revenue for the General Fund.

STAFF RECOMMENDATION

Staff recommends approval of the additional special events fees and approval of the amended Fee Ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 9_22_2022 Ordinance-Fee
2. Attachment A - Special Event Fee Schedule 2023
3. Presentation Special Events Fee Schedule Addition

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 41-2022 AND ADOPTING FEES AND CHARGES FOR SPECIAL EVENTS, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 41-2022 ("Fee Ordinance") on August 11, 2022 setting fees and charges commencing on October 1, 2022; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add special event fees; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 4: That the effective date of this section shall be the first billing cycle in October, A.D., 2022.

PASSED ON FIRST READING on the 22nd day of September, A.D. 2022.

After passage on first reading, a notice of the time and place 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. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of October, A.D. 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Special Events Permit		
	Special Events Application fee	\$100.00
	Special Events Application late fee	\$15 per day
	Public Works parade barriers North side	\$500.00
	Public Works parade barriers North and South side	\$1,000.00
	Public Works barriers each	\$61.00 each
	Public Works Street Sweeper	\$150.00
	Parks & Recreation or Public Works cones	\$17.50 each

Special Events Fee Schedule Addition

October 13, 2022





General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications.
- Request to add seven (7) new Special Event fees to the Fiscal Year 2023 Fee Schedule.
- The new fees include an application fee, an application late fee, barriers, street sweeping and cones.
- The effective date for the new fees will be October 13, 2022





Special Events Permit Fee Additions

- Special Events Permit:
 - Special Events Application Fee: \$100
 - Special Events Application Late Fee: \$15 per day
 - Public Works parade barriers north side: \$500
 - Public Works parade barriers north and south side: \$1,000
 - Public Works barriers each: \$61 each
 - Public Works Street Sweeper: \$150
 - Parks & Recreation or Public Works cones: \$17.50 each





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **23. Ordinance (Final Reading) TC-2022-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Hardin Simmons University, Represented by Enprotech Hibbs & Todd, to Abandon Hickory Street Between North 26th Street and Vogel Avenue; Cedar Street Between North 26th Street to Vogel Ave., Located in the City of Abilene, Taylor County, Texas. *(Tim Littlejohn)*

GENERAL INFORMATION

This is a request to abandon the following rights-of-way on the Hardin Simmons University campus:

1. Hickory Street between North 26th Street and Vogel Avenue (709 Feet)
2. Cedar Street between North 26th Street and Vogel Avenue (717 Feet)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval with conditions.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. TC-2022-02 Ordinance
2. TC-2022-02 staff report
3. TC-2022-02 PZ PresentationRSA
4. TC-2022-02 DRC Review
5. TC-2022-02 Land ownership HSU

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTIONS OF PUBLIC RIGHTS-OF-WAY FOR HICKORY STREET EXTENDING APPROXIMATELY 714 FEET SOUTH FROM NORTH 26TH STREET, AND CEDAR STREET EXTENDING APPROXIMATELY 721 FEET SOUTH FROM NORTH 26TH STREET; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way for Cedar Street and Hickory Street, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions expressed also in attached Exhibit "A".

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

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

PASSED ON FIRST READING THE 22nd day of September, 2022.

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 19th day of August, 2022, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 13th day of October, 2022, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT "A"

The rights-of-way for Hickory Street extending approximately 714 feet south from North 26th Street; and Cedar Street extending approximately 721 feet south from North 26th Street; subject to the following conditions:

-

Page 349 of 410

TC-2022-02

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 06, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner (of adjacent property): Hardin Simmons

Agent: Enprotec Hibbs & Todd

Request

Abandon the following rights-of-way on the Hardin Simmons University campus:

1. Hickory Street between North 26th Street and Vogel Avenue (709 Feet)
2. Cedar Street between North 26th Street and Vogel Avenue (717 Feet)

Background

HSU proposes to leave each of these roadways in place, but to convert each segment into a private street that can be gated restrict motorized traffic from cutting through the campus. All existing public utilities within each right-of-way will be placed in an easements and remain accessible to the City for maintenance as needed. The proposed gated entrances will be designed to allow for fire and emergency vehicle access to the campus. The primary goal is to limit vehicular traffic on campus to improve pedestrian and bicycle safety.

Assessment

The Development Review Committee reviewed this request and found that:

1. The gates can be approved if the proposed gated entrances allow fire department access.
2. Upon abandonment, maintenance, repair, and refurbishment of any stormwater structural controls that fall under these abandoned streets shall be the responsibility of Hardin Simmons University.
3. The approval of the request should be contingent upon the submittal and approval of plans of the gate design to ensure a safe design with illumination, reflective materials, signage, and other safeguards to ensure that motorists have ample time to recognize the gate entrance and realize they need to turn.
4. A replat will be required to showing the extension of University Blvd. to Simmons Avenue, with roadway being built to City of Abilene standards.

P&Z Recommendation

P&Z recommends **approval** subject to the following conditions:

1. The subject rights-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonments of all of subject rights-of-way shall be void.

3. All existing utilities within the affected rights-of-way shall be covered by a utility easement or rerouted.
4. Gates may not installed to restrict access to the abandoned street rights-of-way until plans for the design, illumination, and operation of the gates have been approved by the Fire, Police, Emergency Management, and Public Works Departments.
5. It shall be the responsibility of Hardin Simmons University to install all required lighting, reflective tape, signage, and equipment necessary to allow emergency access to ensure safe operations at all gate locations.

Attachments

- Application
- PowerPoint

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 25, 2022 to the applicant and to other owners of property within a 200-foot radius of the subject street right-of-way. These property owners and associated parcel identification numbers are identified on the following pages:

In Favor:  Opposed: 

Owner	Property ID	Situs	Response
CORPIAN GARY LEE & MARILU	11270	2618 CEDAR ST	
DENNIS JO ANN	52792	2410 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	53863	2326 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	58507		
HARDIN SIMMONS UNIVERSITY	77322	2613 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	74791	2626 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	21029		
HARDIN SIMMONS UNIVERSITY	15164		
HARDIN SIMMONS UNIVERSITY	15280		
HARDIN SIMMONS UNIVERSITY	11426	2602 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	66635	2533 PINE ST	
HARDIN SIMMONS UNIVERSITY	12743		
HARDIN SIMMONS UNIVERSITY	52931	2402 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	1062214	2626 PINE ST	
HARDIN SIMMONS UNIVERSITY	12382	1233 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	12629	1223 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	72493	2582 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	20892		
HARDIN SIMMONS UNIVERSITY	52928	2401 BEECH ST	
HARDIN SIMMONS UNIVERSITY	15881	1204 VOGEL AV	
HARDIN SIMMONS UNIVERSITY	56702	2410 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	75497	2542 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	23353		
HARDIN SIMMONS UNIVERSITY	74676	2608 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	22812	2418 PINE ST	
HARDIN SIMMONS UNIVERSITY	74106	2574 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	980221		
HARDIN SIMMONS UNIVERSITY	11888	1238 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	54258	1518 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	53194	2220 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	10912	2626 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	77201	2601 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	66877	2501 PINE ST	
HARDIN-SIMMONS UNIV	15519		
HARDIN-SIMMONS UNIV	16000	2518 CEDAR ST	
HARDIN-SIMMONS UNIVERSITY	12019		
HENDRICK MEDICAL	31165	1401 AMBLER AV	
HENDRICK MEDICAL	31165	1401 B AMBLER AV	
HENDRICK MEDICAL CENTER	1006185	1518 N 21ST ST	
OLIVO RAMIRO J JR &	68965	2617 CEDAR ST	
RETAIL BUILDINGS INC	53598		
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT B	
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT A	
WALMART REAL ESTATE	1006184	1535 AMBLER AV	

In Favor:  Opposed: 

Owner	Property ID	Situs	Response
HARDIN SIMMONS UNIVERSITY	10912	2626 CEDAR ST	
CORPIAN GARY LEE & MARILU	11270	2618 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	11426	2602 CEDAR ST	
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT B	
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT A	
HARDIN SIMMONS UNIVERSITY	11888	1238 N 26TH ST	
HARDIN-SIMMONS UNIVERSITY	12019		
HARDIN SIMMONS UNIVERSITY	12382	1233 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	12629	1223 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	12743		
HARDIN SIMMONS UNIVERSITY	15164		
HARDIN SIMMONS UNIVERSITY	15280		
HARDIN-SIMMONS UNIV	15519		
HARDIN SIMMONS UNIVERSITY	15881	1204 VOGEL AV	
HARDIN-SIMMONS UNIV	16000	2518 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	20892		
HARDIN SIMMONS UNIVERSITY	21029		
HARDIN SIMMONS UNIVERSITY	22812	2418 PINE ST	
HARDIN SIMMONS UNIVERSITY	23353		
HENDRICK MEDICAL	31165	1401 AMBLER AV	
HENDRICK MEDICAL	31165	1401 B AMBLER AV	
DENNIS JO ANN	52792	2410 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	52928	2401 BEECH ST	
HARDIN SIMMONS UNIVERSITY	52931	2402 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	53194	2220 SIMMONS AV	
RETAIL BUILDINGS INC	53598		
HARDIN SIMMONS UNIVERSITY	53863	2326 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	54258	1518 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	56702	2410 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	58507		
HARDIN SIMMONS UNIVERSITY	66635	2533 PINE ST	
HARDIN SIMMONS UNIVERSITY	66877	2501 PINE ST	
OLIVO RAMIRO J JR &	68965	2617 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	72493	2582 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	74106	2574 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	74676	2608 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	74791	2626 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	75497	2542 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	77201	2601 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	77322	2613 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	980221		
WALMART REAL ESTATE	1006184	1535 AMBLER AV	
HENDRICK MEDICAL CENTER	1006185	1518 N 21ST ST	
HARDIN SIMMONS UNIVERSITY	1062214	2626 PINE ST	

LOCATION MAP



ZONING MAP



Case: TC-2022-02

Applicant: Hardin Simmons

Agent: Enprotec Hibbs & Todd

Request: Abandon certain Right-of-Ways on the
Hardin Simmons University Campus

Locations:

- Hickory St. from North 26th St. to Vogel Ave.
- Cedar St. from North 26th St. to Vogel Ave.
- Vogel not being considered due to being abandoned in 2019 by ordinance 11-2019
- Simmons St. Abandonment request was denied by Planning & Zoning on 9/6/22

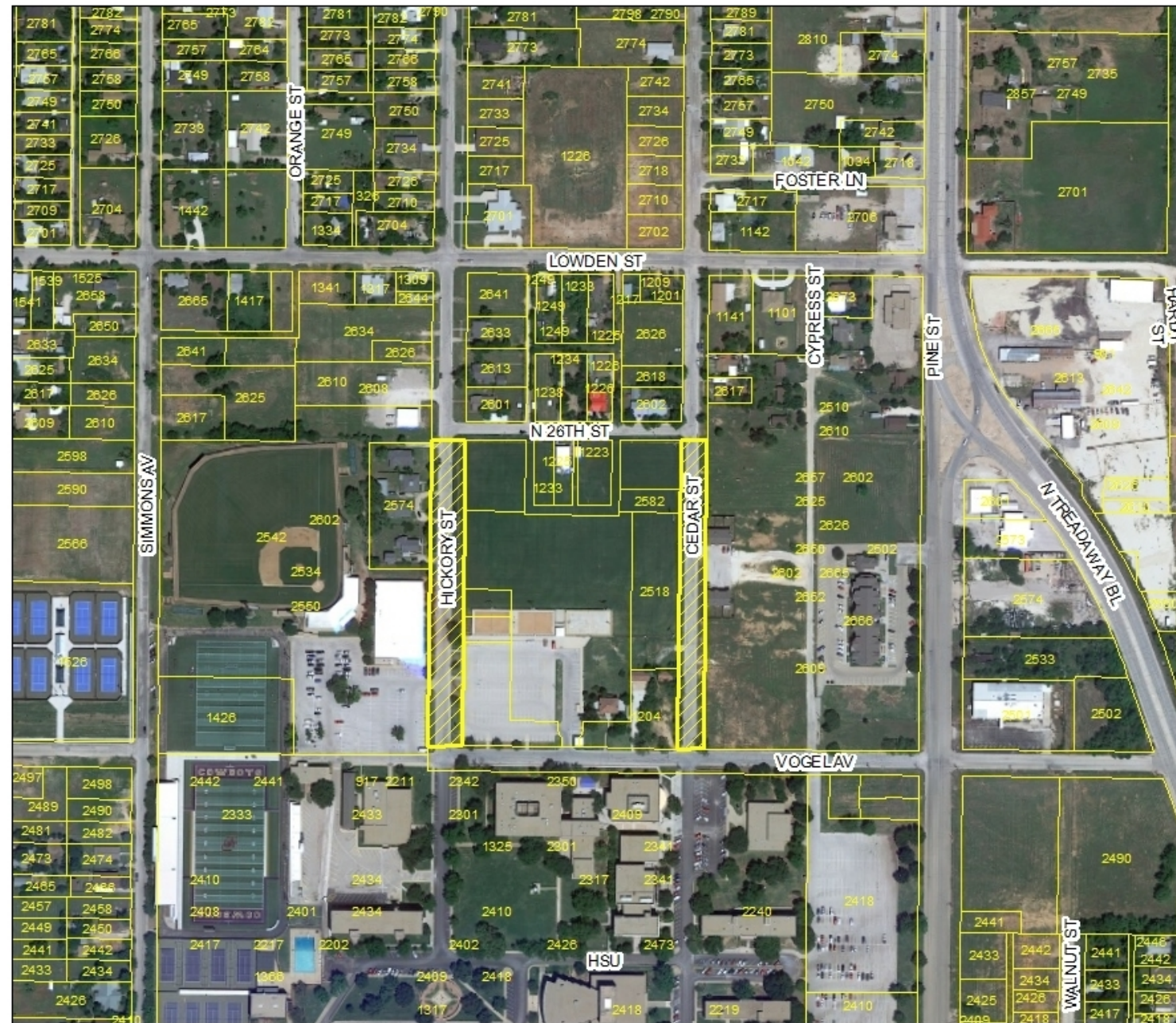
Notification: 1 in Favor, 1 Opposed

Planning & Zoning: September 6, 2022

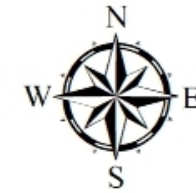
City Council Hearings: 1st September 22, 2022

2nd: October 13, 2022

TC-2022-02 LOCATION MAP



Location Map

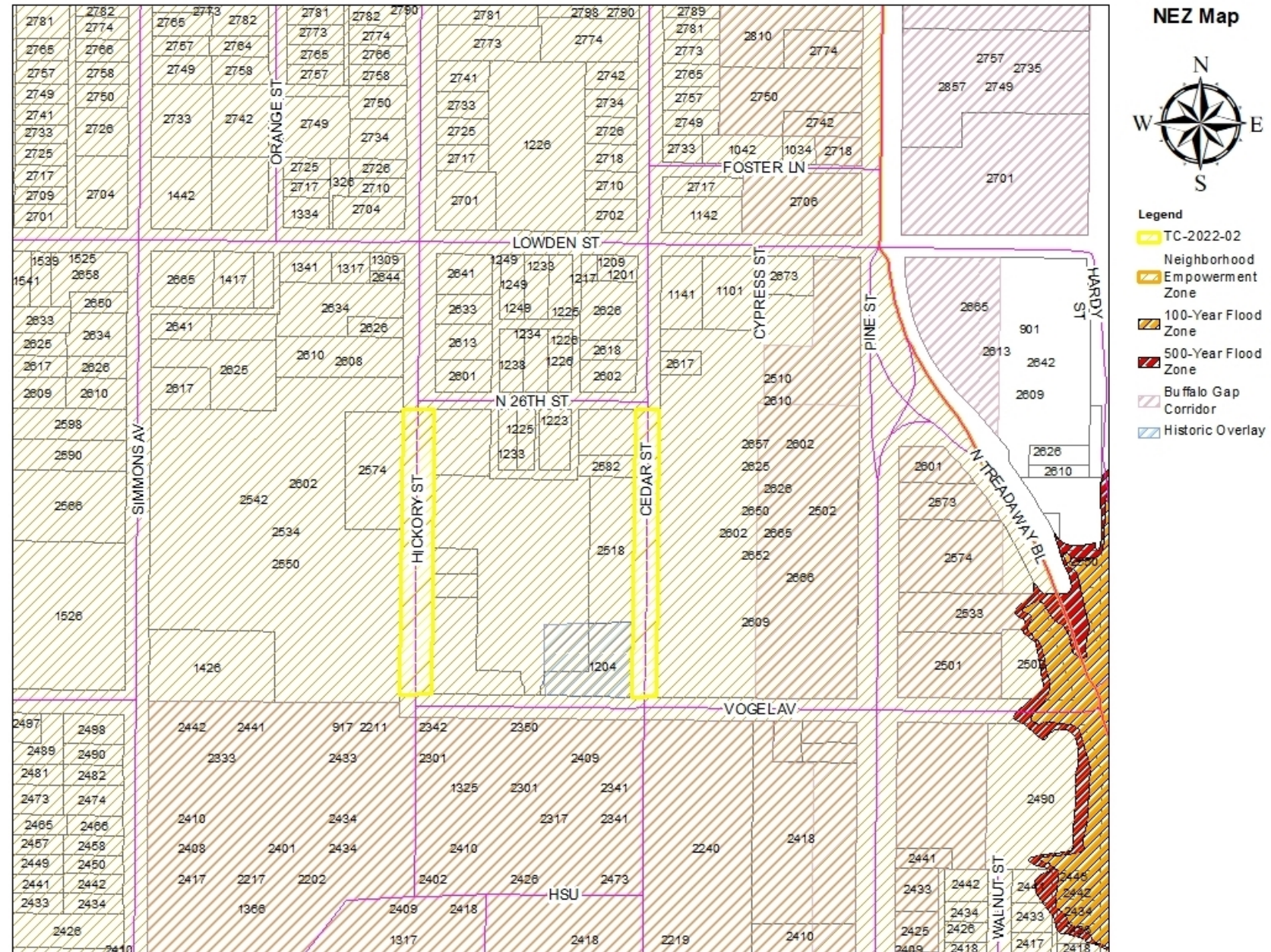


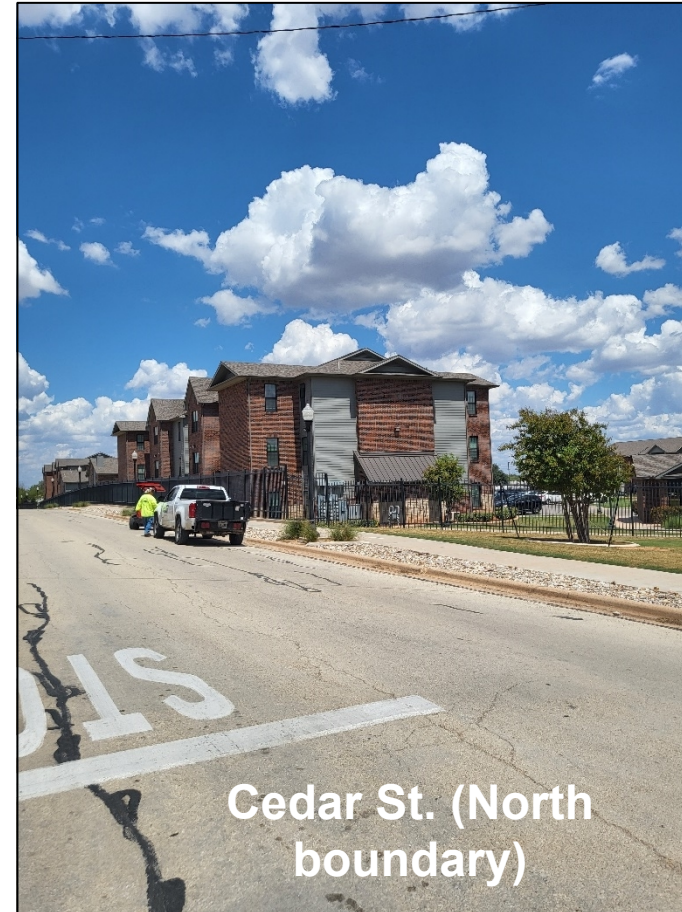
Legend

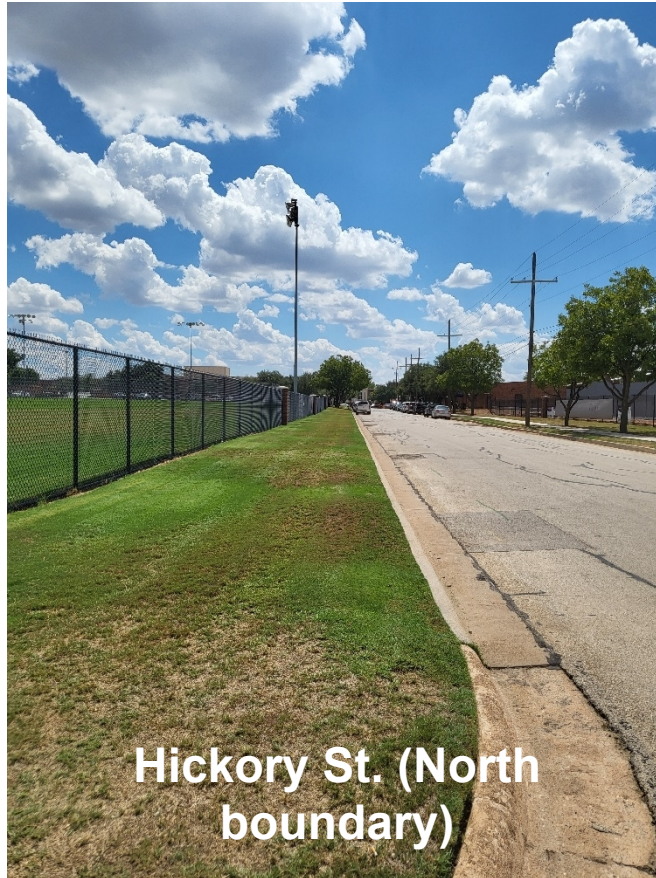
- TC-2022-02
- CourierParcels

TC-2022-02 ZONING MAP

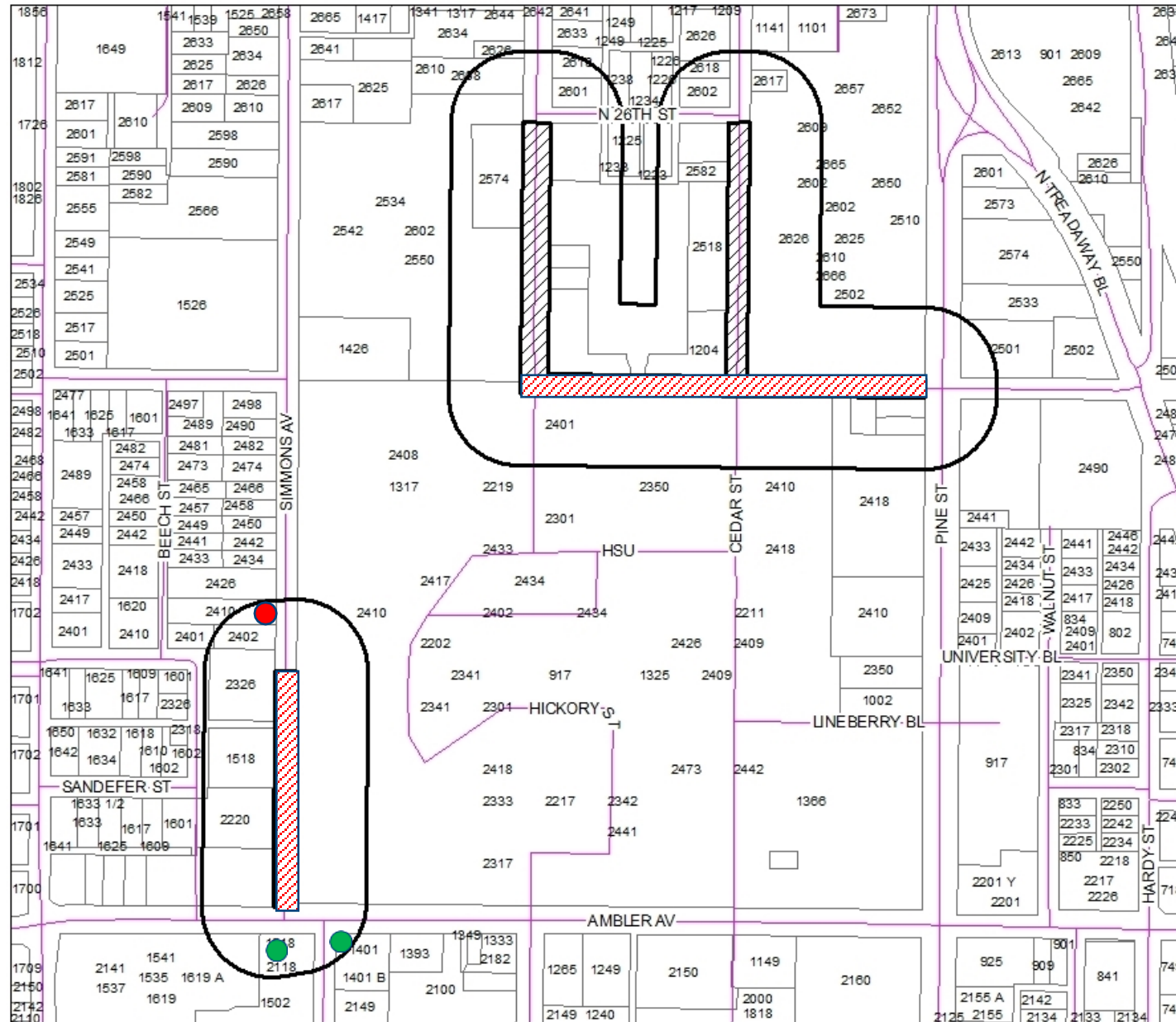




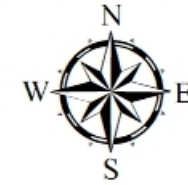




TC-2022-01 NOTIFICATION AREA MAP



Notification Map



Legend

- TC-2022-02
- 200' Notification buffer

- 2 - In Favor-
- 1 - Opposed-

Not for Consideration

P&Z Recommendations:

Approval subject to the following conditions:

1. The subject rights-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonments of all of subject rights-of-way shall be void.
3. All existing utilities within the affected rights-of-way shall be covered by a utility easement or rerouted.
4. Gates may not be installed to restrict access to the abandoned street rights-of-way until plans for the design, illumination, and operation of the gates have been approved by the Fire, Police, Emergency Management, and Public Works Departments.
5. It shall be the responsibility of Hardin Simmons University to install all required lighting, reflective tape, signage, and equipment necessary to allow emergency access and provide safe operations at all gate locations.

Questions?

Comments List

Project Type: Thoroughfare Closure Application | ID # 22-000147



Adam Holland

Planning Division, Aug 15, 2022 at 4:34 PM ago

See exhibit in Attached Documents



Jeremy Williams

Permits & Inspections, Aug 17, 2022 at 10:15 AM ago

Approved, as long as the gated entrances are provided as stated in the proposal, to allow fire department access.



Srini Valavala

Permits & Inspections, Aug 17, 2022 at 11:02 AM ago

Srini Valavala

Stormwater Services/Public Works

325-676-6280

srini.valavala@abilenetx.gov

Comment: Upon approval of this abandonment - Maintenance, repair and refurbishment of stormwater structural controls, if any, that fall under these abandonment areas shall be the responsibility of Hardin Simmons University.

**Steve Keith***Permits & Inspections, Aug 17, 2022 at 11:20 AM ago* PRIVATE

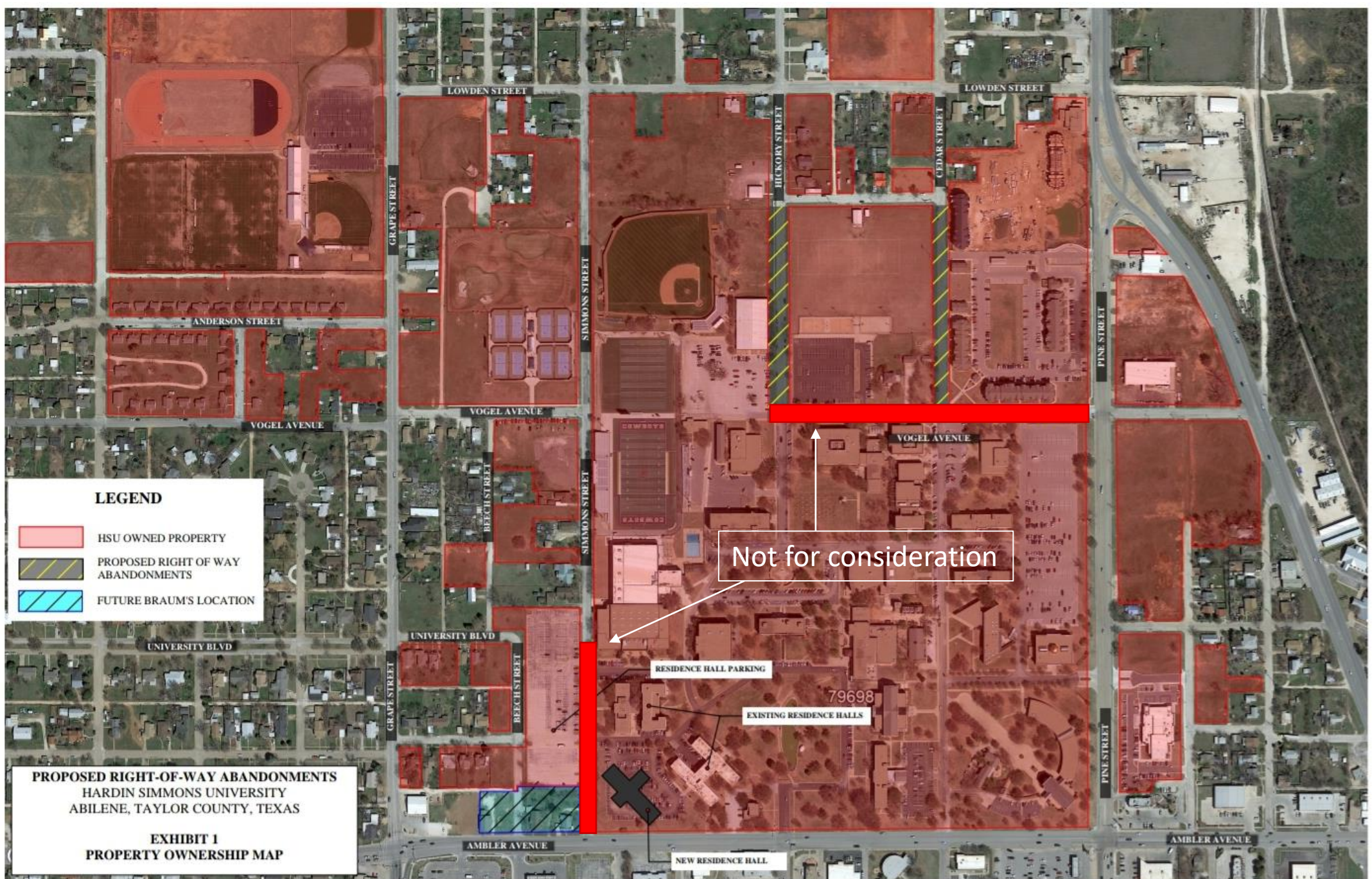
Steve Keith

Traffic Services

I only partially approved this because we need to see a design of how these gated areas are going to look. There has to be safeguards put in place so that vehicle operators have ample time to recognize the gated entrance and know they have to turn. The gates must be illuminated with a reflective material and lighting.

On Simmons Street at Ambler, the property on the NW corner is not currently owned by Hardin Simmons. Therefore the abandonment can't take place at Ambler Ave. It will have to start just north of this property.

There will also need to be a replat showing the extension of University Blvd to Simmons. This roadway shall be built to City of Abilene standards.





**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **24. Ordinance (Final Reading) Z-2022-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Choi Fser Ventures, LLC to Change the Zoning of Approximately 3.37 Acres from Agricultural Open (AO) to General Commercial (GC). *(Tim Littlejohn)***

GENERAL INFORMATION

This is an application to rezone approximately 3.37 acres from Agricultural Open (AO) to General Commercial (GC) for the purpose of building a convenience store after the site is platted.

SPECIAL CONSIDERATIONS

This property was annexed in 1968 and has remained vacant. The property is unplatted and zoned Agricultural Open (AO).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2022-20 Draft ordinanceRSA
2. Z-2022-20 Staff Report RSA
3. Z-2022-20 PZC presentationRSA

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 22nd day of September, 2022

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 19th day of August 2022, 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 13th day of October 2022, 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 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Agricultural Open (AO) district to a General Commercial (GC) District:

Location:

BEING a 3.375 acre tract out of the North One-Half of Section 61, Blind Asylum Lands Survey, Taylor County, Texas, same being comprised of:

- Part of a 10.000 acre tract recorded in Document No. 2015-1957, Official Public Records, Taylor County, Texas, and
- All of a 1.1478 acre tract recorded in Document No. 2016-8111, Official Public Records, Taylor County, Texas

Said 3.375 acre tract being more particularly described as follows:

Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a found broken concrete right of way monument for the northwest corner of this tract, said 10.000 acre tract, and said 1.1478 acre tract, and being at the intersection of the south right of way of Loop 322 and the east right of way of FM Highway 1750, a.k.a. Oldham Lane;

THENCE North 60 degrees 11 minutes 56 seconds East, along the south right of way of Loop 322, a distance of 232.24 feet to a found broken concrete right of way monument for a corner of this tract;

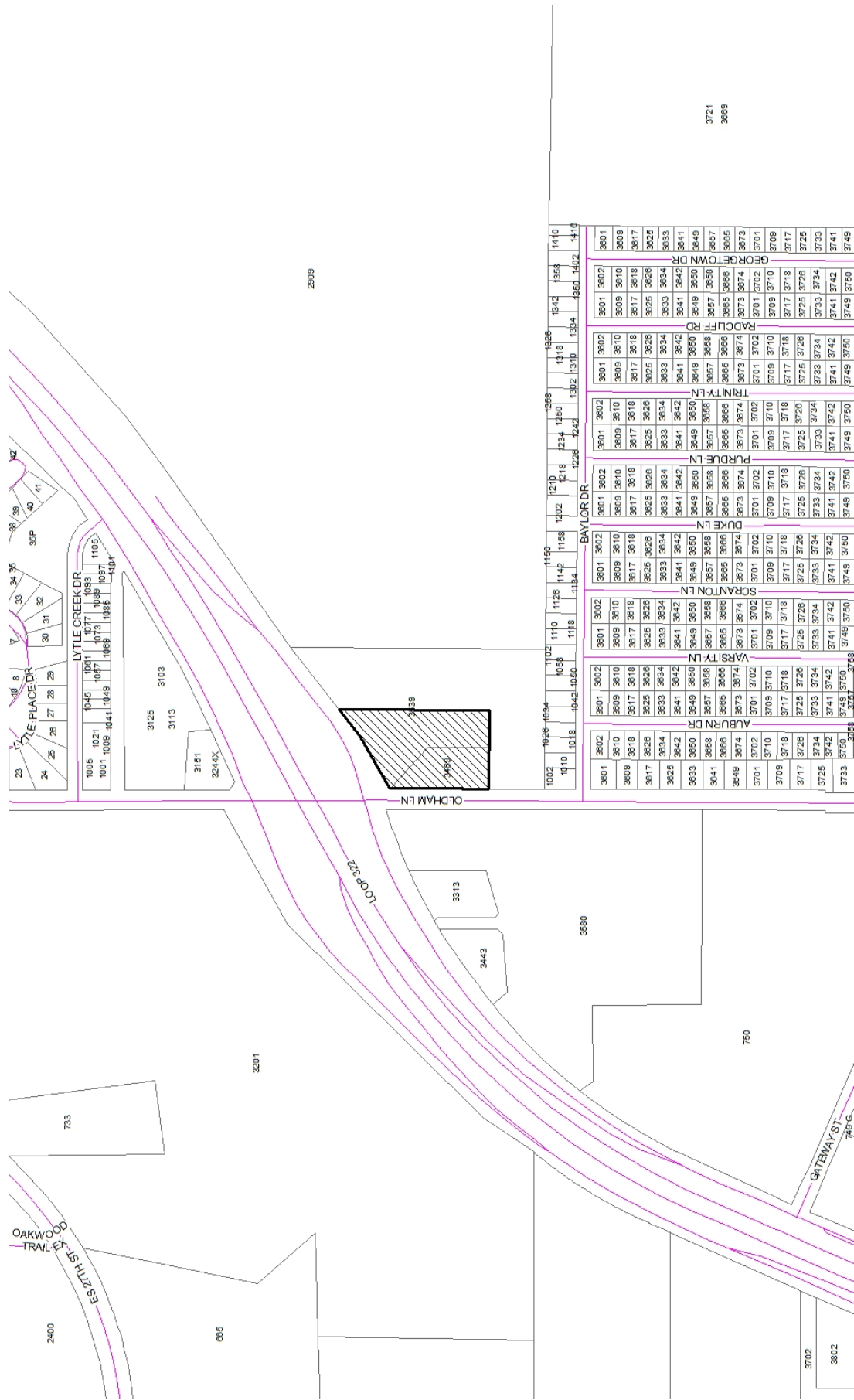
THENCE North 52 degrees 03 minutes 15 seconds East, along the south right of way of Loop 322, a distance of 136.97 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for the northeast corner of this tract, where a found 1/2 inch iron rod with plastic cap marked "H&T" at the northeast corner of said 10.000 acre tract bears 309.44' N 52°03'15" E;

THENCE South 00 degrees 17 minutes 52 seconds West a distance of 585.33 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for the southeast corner of this tract;

THENCE North 89 degrees 39 minutes 45 seconds West, at a distance of 147.68 feet passing a found 1/2 inch iron rod with plastic cap marked "J&M" at the southeast corner of said 1.1478 acre tract, continuing for a total distance of 307.83 feet to a found 1/2 inch iron rod with plastic cap marked "J&M" on the east right of way of FM Highway 1750 at the southwest corner of said 1.1478 acre tract and this tract, where a found 1/2 inch iron rod with yellow plastic cap at the southwest corner of said 10.000 acre tract bears 224.79' S 00°18'53" W;

THENCE North 00 degrees 18 minutes 53 seconds East, along the east right of way of FM Highway 1750, a distance of 254.97 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for a corner of said 10.000 acre tract, said 1.1478 acre tract and this tract;

THENCE North 00 degrees 02 minutes 10 seconds West a distance of 128.89 feet to the Point of Beginning containing an area of 3.375 acres. Surveyed in July 2022.



END

ZONING CASE Z-2022-20

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 6, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner: CHOI FSER VENTURES LLC

Request

Rezone approximately 3.37 acres from Agricultural Open (AO) to General Commercial (GC) for the purpose of building a convenience store after the site is platted.

Location

The 3400 block of Oldham Lane at the southeast corner of Oldham Lane and Loop 322.

Background

This property was annexed in 1968 and has remained vacant. The property is unplatted and zoned Agricultural Open (AO).

Zoning, Existing and Proposed Land Use

A General Commercial (GC) district is west of the subject property. Residential Single-Family (RS-6) is to the South. Property to the east is undeveloped. Properties to north across Loop 322 are zoned GC and PD-104. The applicant has applied for a Minor Plat for this property.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map 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 Map shows the subject site in a "Community Enhancement Corridor" and is designated for commercial use.

- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The proposed use is consistent with the current zoning patterns is appropriate at this location and in conformance with generally accepted urban planning principals.

- (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.**

Adequate utilities and street access are available to serve this site.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None.

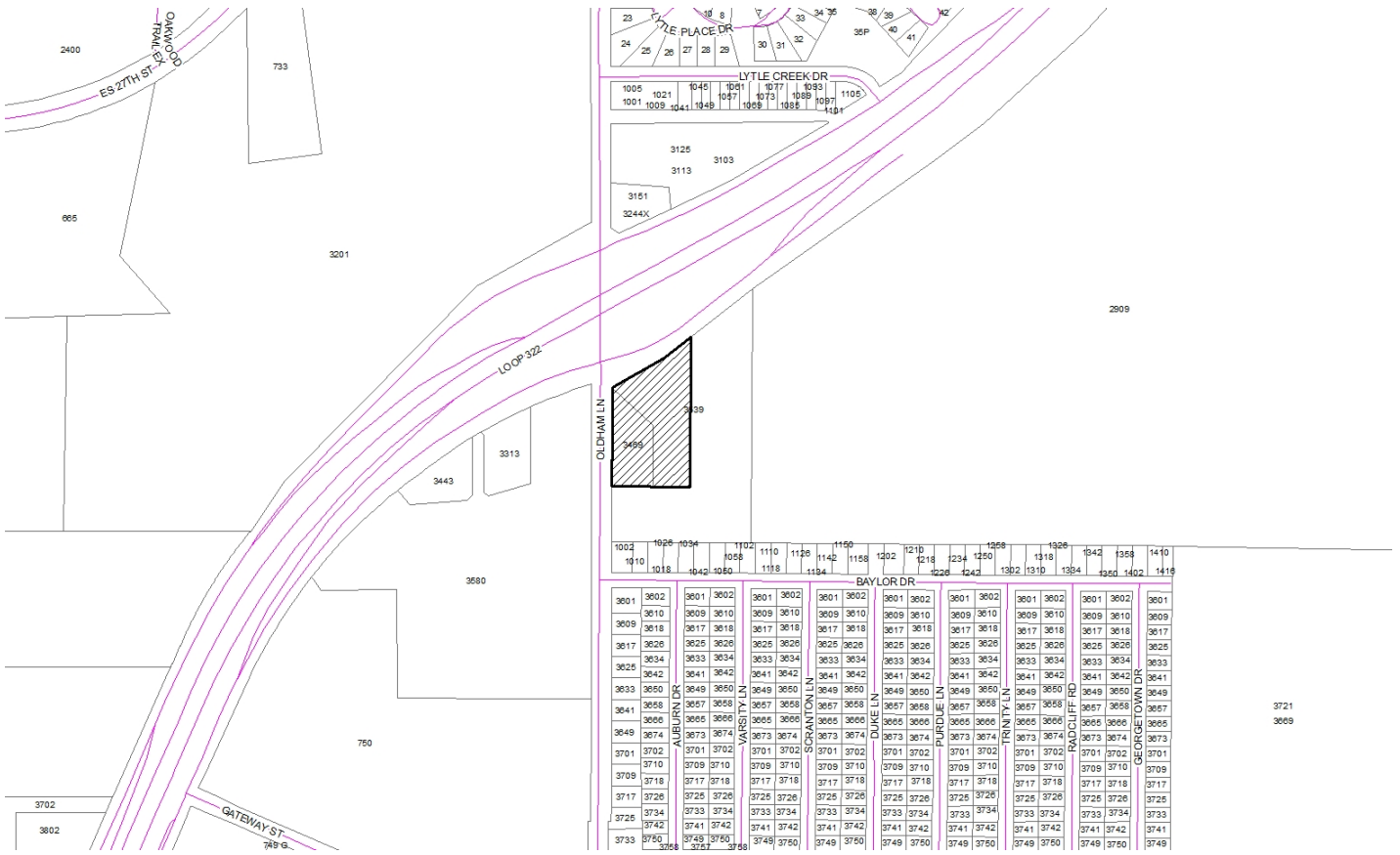
P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

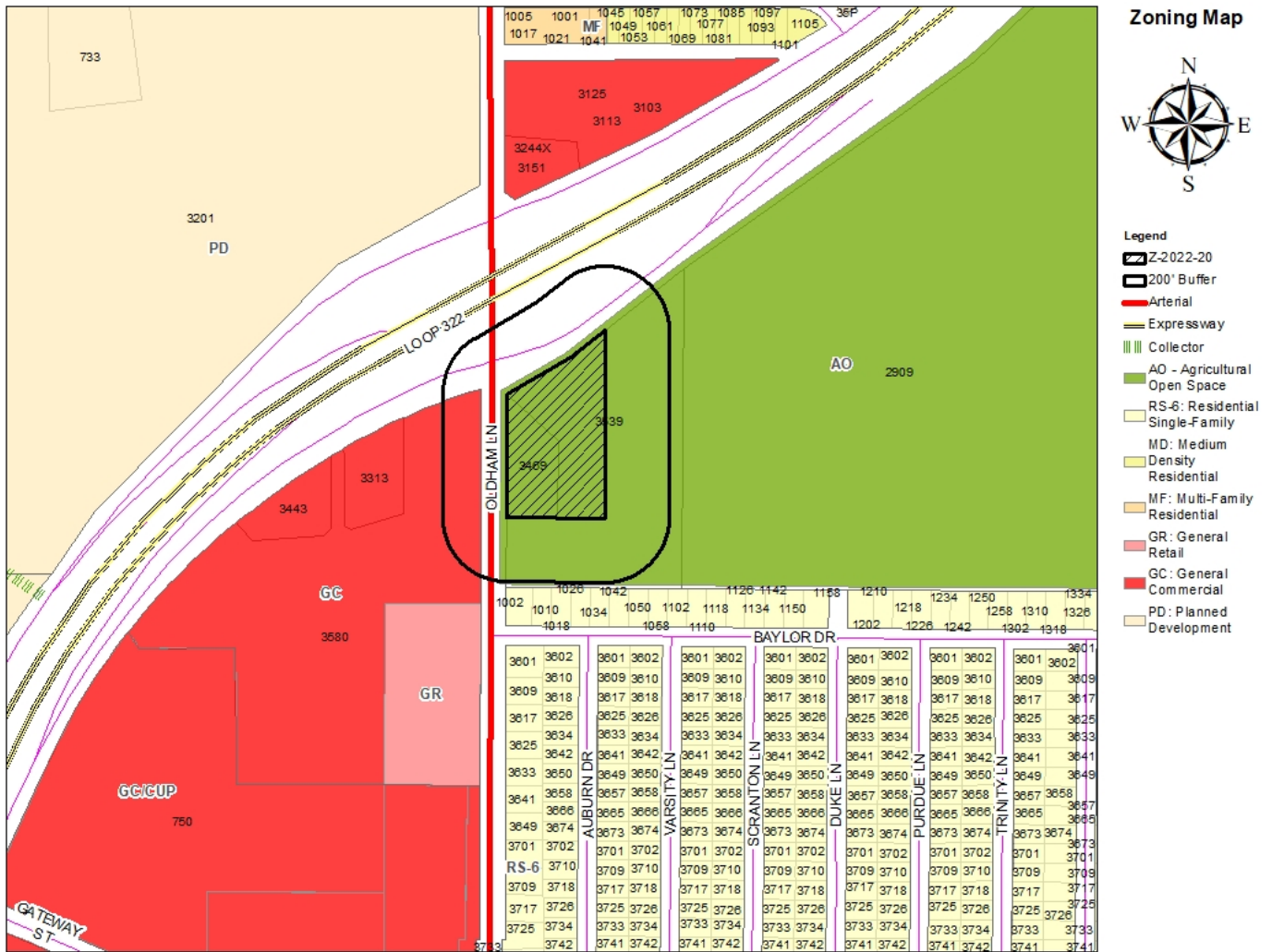
TABLE 1
Notification List

Owner	Property ID	Situs	Response
CHOI FSER VENTURES LLC	1008114	3469 OLDHAM LN	
LYTLE CREEK VENTURES LTD	1002133	3539 OLDHAM LN	
WALMART REAL ESTATE	1001183	3580 OLDHAM LN	
WALMART REAL ESTATE	1001183	3580 OLDHAM LN	
LYTLE CREEK VENTURES LTD	1002133	3539 OLDHAM LN	
CHOI FSER VENTURES LLC	1008114	3469 OLDHAM LN	

LOCATION MAP

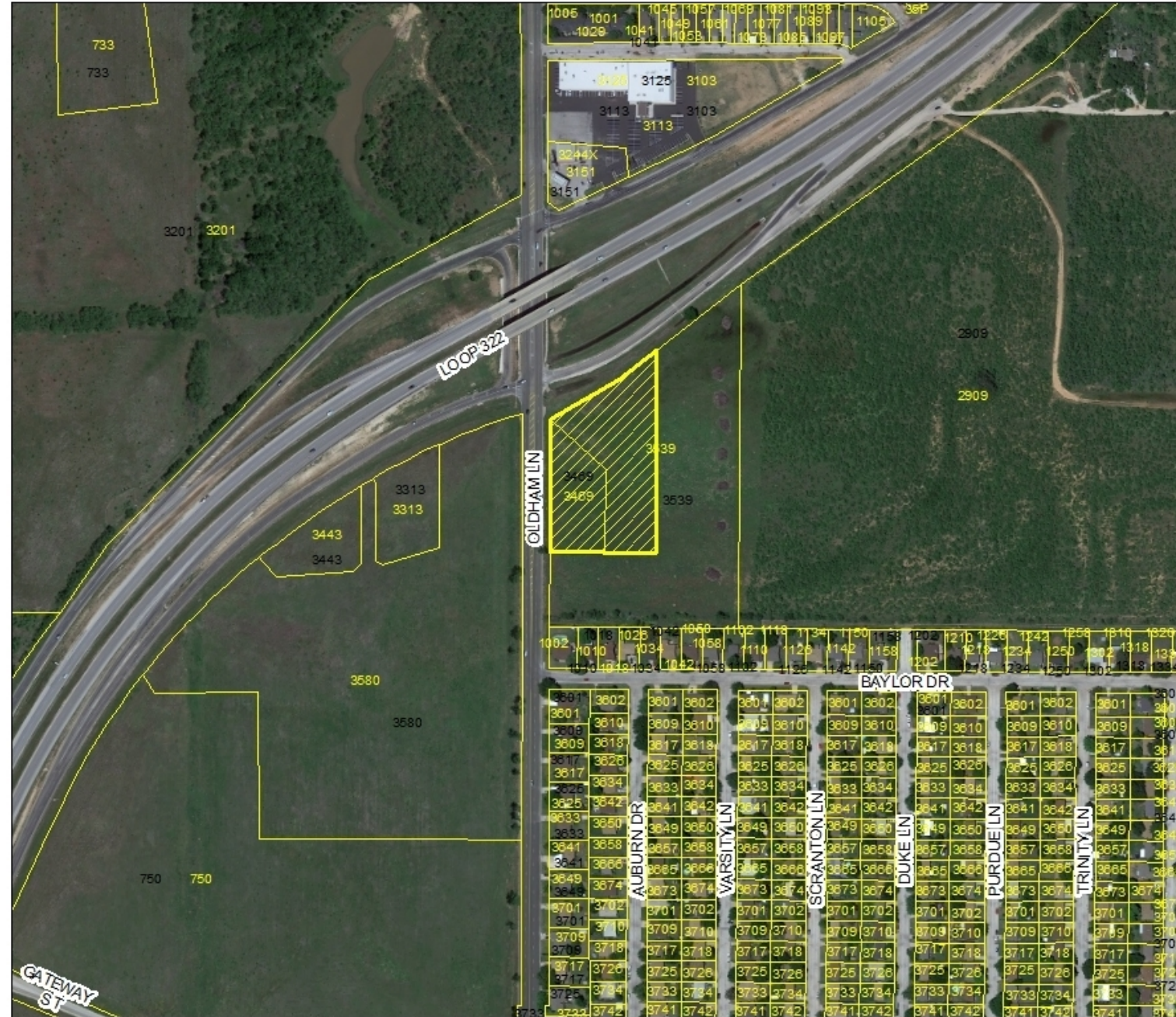


ZONING MAP

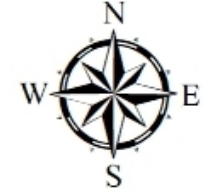


Case:	Z-2022-20
Owner:	CHOI FSER Ventures LLC
Request:	Rezone from AO to GC
Location:	3400 Block of Oldham, SE corner of Oldham Road and Loop 322
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	September 6, 2022
City Council Hearing:	September 22, 2022 October 13, 2022

Z-2022-20 LOCATION MAP



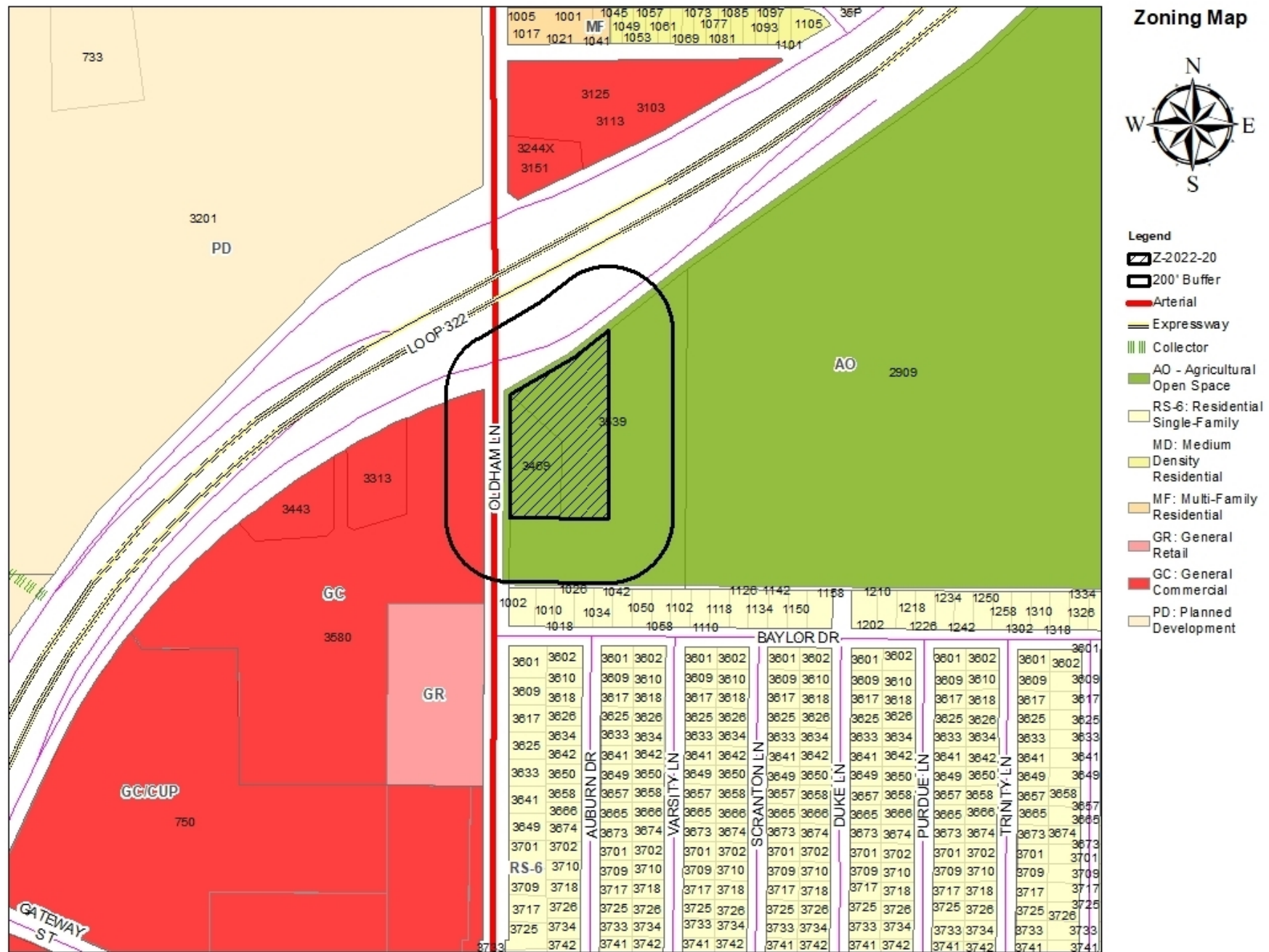
Location Map



Legend

- Z-2022-20
- CourierP parcels

Z-2022-20 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

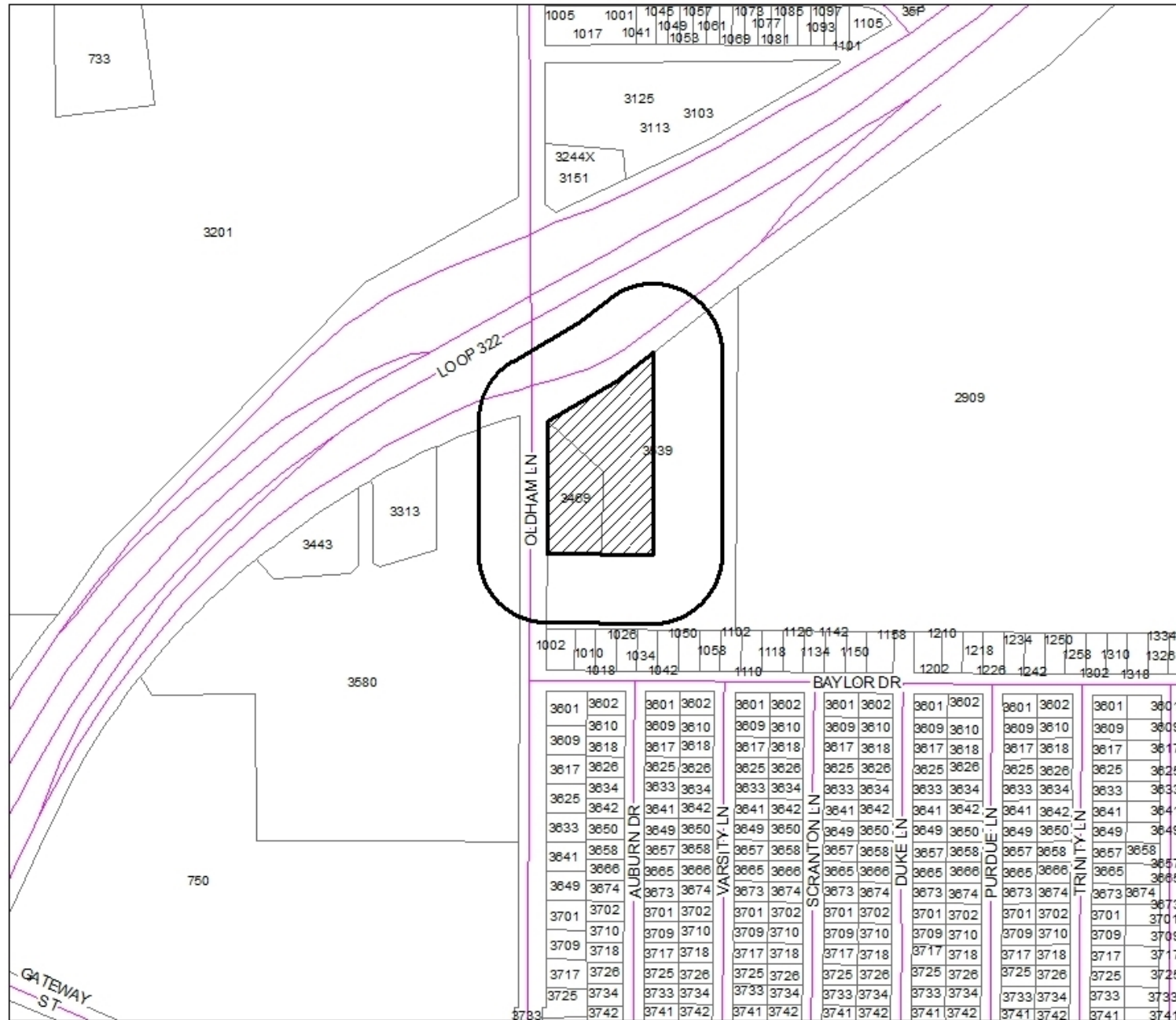
Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

Permitted as a Conditional Use Permit, Requiring Approval by City Council

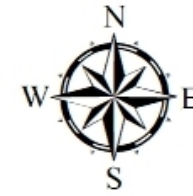
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2022-20 NOTIFICATION AREA MAP



Notification Map



Legend

- Z-2022-20
- 200' Buffer

- 0- In Favor- ●
- 0- Opposed- ●
- 0% Opposed

The proposed request is consistent with:

- The *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **25. Ordinance (Final Reading) Z-2022-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Pak Harris Enterprises Ltd, Represented by Harris Acoustics Ltd, to Change the Zoning of Approximately 4.76 Acres from Heavy Commercial (HC) to General Commercial (GC). (*Tim Littlejohn*)

GENERAL INFORMATION

The request is to rezone approximately 4.76 acres from Heavy Commercial (HC) to General Commercial (GC). The applicant prefers the diversity of uses allowed in the GC district.

SPECIAL CONSIDERATIONS

This property was annexed in 1957 and has been commercially developed. The property is zoned Heavy Commercial (HC).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2022-21 Draft ordinance
2. Z-2022-21 Staff Report
3. Z-2022-21 PZC 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 22nd day of September, 2022

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 19th day of August 2022, 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 13th day of October 2022, 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 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Heavy Commercial (HC) district to a General Commercial (GC) District:

Lot 401, Block A, Industrial Trade Center Addition



END

ZONING CASE Z-2022-21

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 6, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner: PAK Harris Enterprises, LTD

Request

Rezone approximately 4.76 acres from Heavy Commercial (HC) to General Commercial (GC). The applicant prefers the diversity of uses allowed in the GC district.

Location

Lot 401, Block A, Industrial Trade Center, in the 1900 Block of Industrial Boulevard.

Background

This property was annexed in 1957 and has been commercially developed. The property is zoned Heavy Commercial (HC).

Zoning, Existing and Proposed Land Use

A General Commercial (GC) district is located north of the subject property. Light Industrial (LI) zoning is located to the south and west. Properties to east across Burl Harris Drive are zoned HC and GC. Currently the subject property is used for a variety of retail and services, which the applicant would like to expand.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map 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 Map shows the subject site in a "Community Enhancement Corridor" and is designated for commercial use.

- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The proposed use is consistent with the current zoning patterns is appropriate at this located.

- (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.**

Adequate utilities are available to serve this site.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None.

P&Z Recommendation

The Planning Commission recommends **approval**.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
BMCW SOUTH CENTRAL L P	35973	2025 INDUSTRIAL BL	
CHAPPELL JOHN	103753	1885 INDUSTRIAL BL	
ELLIOTT PARTNERS LTD	95349	4281 CRAWFORD DR	
FAIN TOMMY	22199	2010 INDUSTRIAL BL	
GARNAN LLC	207956		
GARNAN LLC	207954	1821 INDUSTRIAL BL	
GARNAN LLC	207954	1825 INDUSTRIAL BL	
GARNAN LLC	207954	1801 INDUSTRIAL BL	
GARNAN LLC	207954	1813 INDUSTRIAL BL	
GARNAN LLC	207954	1829 INDUSTRIAL BL	
GARNAN LLC	207952	1845 INDUSTRIAL BL	
GARNAN LLC	207952	1849 INDUSTRIAL BL	
GARNAN LLC	1085087	4249 BURL HARRIS DR	
GARNAN LLC	1085087	4253 BURL HARRIS DR	
JIM NED ISD	22196	2052 INDUSTRIAL BL	
OHRE PROPERTIES	21429	1902 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94703	4326 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	94700	2009 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1893 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1969 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1945 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1917 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1961 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1901 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1959 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2001 INDUSTRIAL BL	

PAK HARRIS ENTERPRISES LTD	94700	1977 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1953 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1949 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1991 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	207951	4250 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	207951	4266 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	207951	1939 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1942 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1998 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1934 INDUSTRIAL BL	

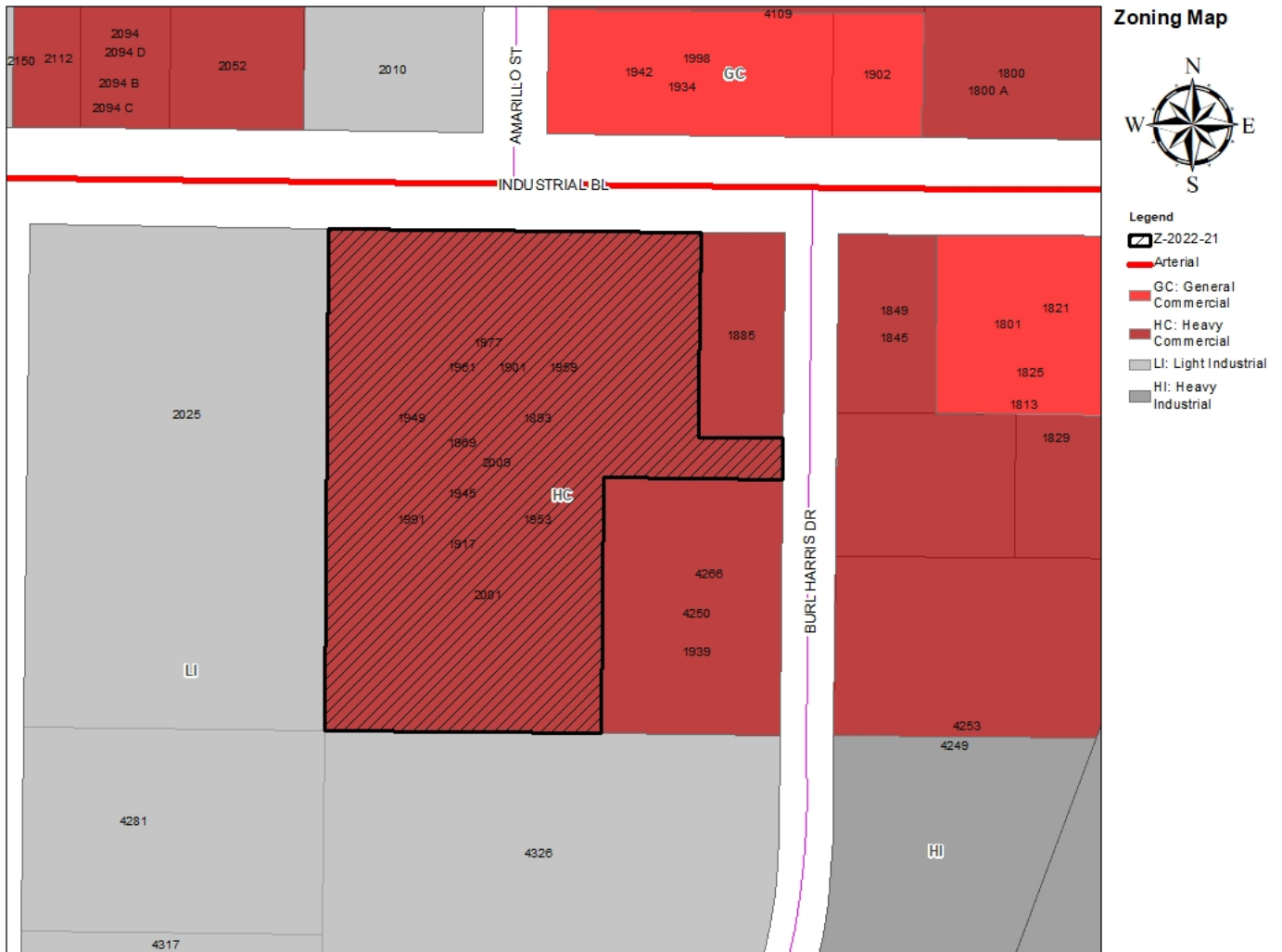
Property ID

Owner	Property ID	Situs	Response
PETERSON ROYCE G & JOANN	21428	1942 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1998 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1934 INDUSTRIAL BL	
OHRE PROPERTIES	21429	1902 INDUSTRIAL BL	
JIM NED ISD	22196	2052 INDUSTRIAL BL	
FAIN TOMMY	22199	2010 INDUSTRIAL BL	
BMCW SOUTH CENTRAL L P	35973	2025 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2009 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1893 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1969 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1945 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1917 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1961 INDUSTRIAL BL	
PAK HARRIS	94700	1901 INDUSTRIAL BL	

ENTERPRISES LTD			
PAK HARRIS ENTERPRISES LTD	94700	1959 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2001 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1977 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1953 INDUSTRIAL BL	
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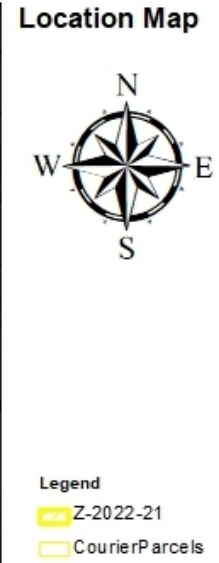
This is a detailed plat map of a portion of the City of San Antonio, Texas. The map shows various land parcels with their respective numbers. The map includes major streets: Amarillo St, Industrial Blvd, Vine St, Crawford Dr, and Streadway Blvd. A specific parcel, 1977, is highlighted with diagonal hatching. The map also shows surrounding parcels with numbers such as 4101, 2249, 2241, 2149, 2125, 2101, 2201, 2001, 4118, 4132, 4110, 4109, 1900 A, 1800, 1998, 1942, 1934, 1902, 4157, 1700, 4141, 4109, 4125, 3801, 4009, 4110, 4100, 4142, 1500, 2266 B, 2266, 2266 C, 2250, 2238, 2230, 2150, 2112, 2094 C, 2094 D, 2094, 2094 B, 2052, 2010, 2265, 2257, 2249, 4201, 4217, 4233, 4241, 4281, 4249, 4301, 4317, 4333, 2241, 2025, 1977, 1961, 1951, 1959, 1948, 1933, 2009, 1969, 1945, 1951, 1917, 1953, 2001, 1885, 4250, 4266, 1939, 4326, 4317, 4342, 1849, 1845, 1821, 1825, 1829, 1801, 1813, 1789, 1773, 1757, 4258, 4266, 4290, 4290 1/2, 4325, 4253, 4249, 4265, 4201, 4233, 4273, 4289.

ZONING MAP

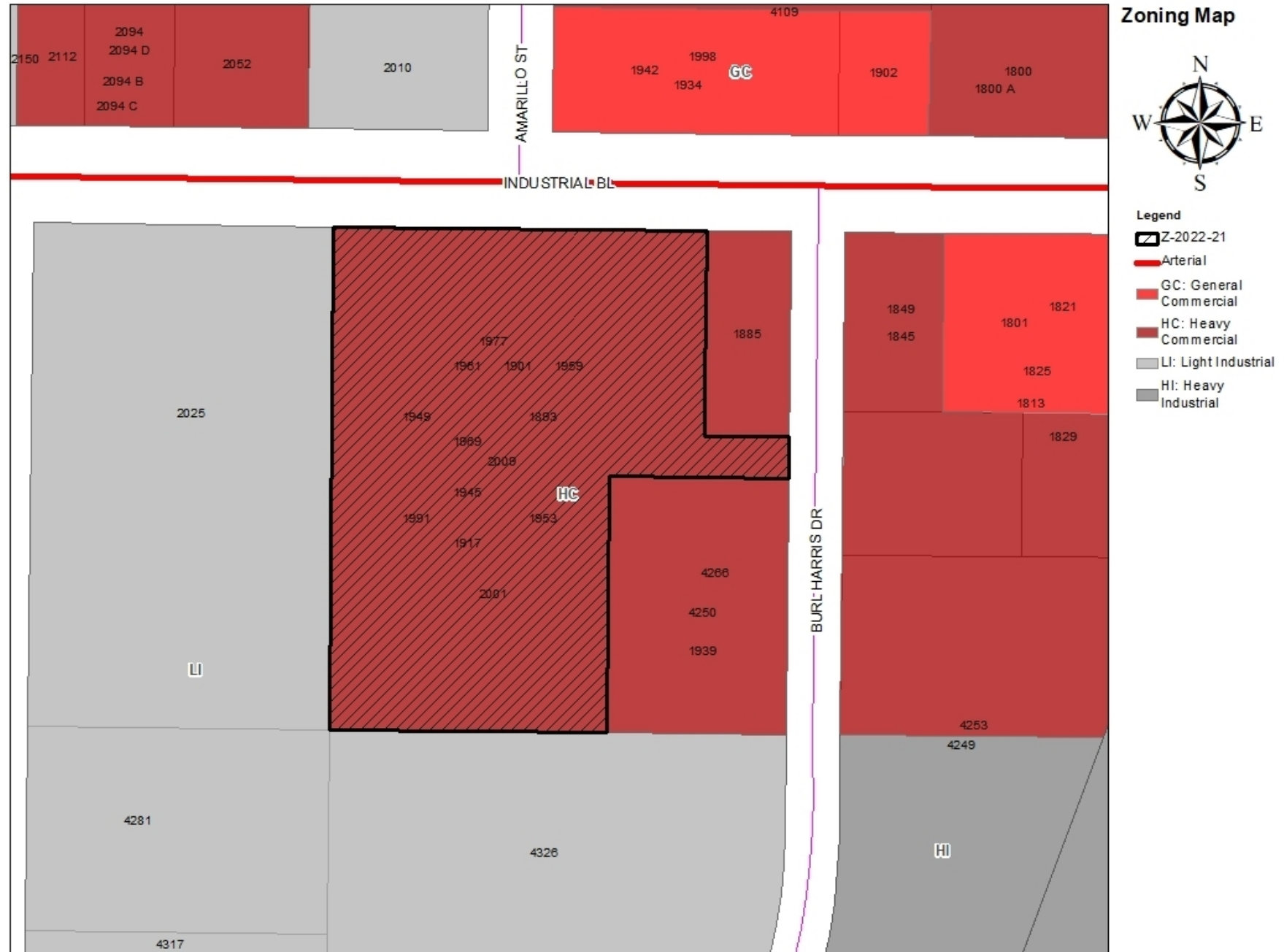


Case # Z-2022-21
August 29, 2022

Case:	Z-2022-21
Owner:	PAK Harris Enterprises LTD
Agent:	Kevin Phillips
Request:	Rezone from HC to GC
Location:	Lot 401, Block A, Industrial Trade Center
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	September 6, 2022
City Council Hearing:	September 22, 2022 October 13, 2022



Z-2022-21 ZONING MAP



Permitted Uses in HC Zoning

RESIDENTIAL USES:

C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C Adult Entertainment Enterprise
P Civic, Social, and Fraternal Organization
P Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

SERVICE

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P Kennel (With Outdoor Pens)
P Kennel (Without Outdoor Pens)
P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Printing, Copying, Reproduction, Publishing
P Recycling Collection and Processing Center
P Repair and Maintenance Services - Automobile/Small Truck (major)
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

TRADE – RETAIL USES

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Passenger Ground Transportation Terminal
P Pressure Control Station
P Public Utility Facility
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
C Manufacturing (light)
P Urban Garden

LEGEND

P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses 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

Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



East neighboring property



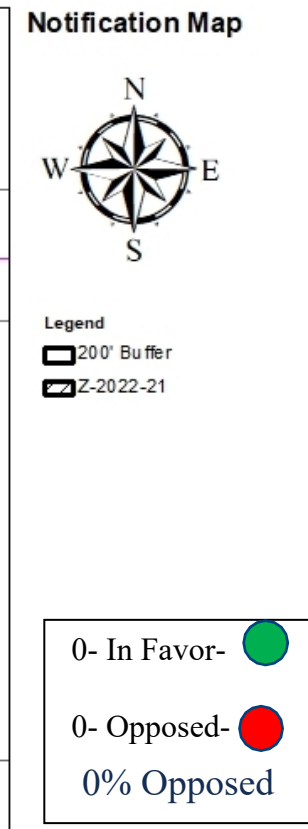
Subject property



West neighboring property



North neighboring property



The proposed request is consistent with:

- The *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 26. 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. 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
2. 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
3. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
7. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
8. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
9. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
10. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
11. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December

28, 2021

12. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

13. Brendan Cordle v. City of Abilene; Cause No. SC22-22974J12, In the Small Claims Court, Precinct 1, Place 2, Taylor County, Texas, filed August 29, 2022

14. West Texas Water Partnership

B. 551.072 (Deliberations about Real Property)

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. Rainey Creek Development
2. Trail Ridge Subdivison

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: **Honorable Mayor and City Council Members**

FROM:

SUBJECT: **27. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: Honorable Mayor and City Council Members

FROM:

SUBJECT: **28. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: **Honorable Mayor & Members of City Council**

FROM:

SUBJECT: **29. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/13/2022

TO: **Honorable Mayor & Members of City Council**

FROM:

SUBJECT: **30. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

None