



City of Abilene City Council Agenda

Brian Yates, Mayor Pro-tem
Blaise Regan, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Mindy Patterson, City Manager

Weldon Hurt, Mayor

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

AMENDED

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on May 22, 2025, 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 Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 8, 2025, and the Special Meeting Held on May 12, 2025 (**Shawna Atkinson**)
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the License Agreement with Environmental Systems Research Institute, Inc (ESRI) (**Troy Swanson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting the Plum the Peacock, Turtles, and Giving Tree Sculptures as part of the City of Abilene Sculpture Collection (**Lesli Andrews**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Exerplay, Inc for the Playground at Carver Park (**Lesli Andrews**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Chowning Realty LLC for 2742 S 10th St. (**Tim Littlejohn**)
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2534 Polaris Dr. Reconstruction Project to Epic Construction Co. (**Max Johnson**)
8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2539 Workzone Project S7 (Lytle Estates) to J.H. Strain & Sons, Inc. (**Max Johnson**)
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Terminal Expansion and Improvements Design Task Order with Parkhill (**Don Green**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2535 Great Lakes Dr. & Kinsolving Dr. Reconstruction Project to Bontke Brothers Construction Co., Inc. (**Max Johnson**)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case

No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023

8. PFAS Litigation

9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023

10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022

11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024

12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

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. Project Surf

RECONVENE

REGULAR AGENDA

12.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (**Shawna Atkinson**)

- Parks & Recreation Board

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 Amended meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 19th day of May, 2025, at 8:25 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 8, 2025, and the Special Meeting Held on May 12, 2025 (Shawna Atkinson)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on April 24, 2025, and the Special Meeting Held on May 12, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 05-08-2025 Minutes - Regular - Morning

2. 05-12-2025 Minutes - Special - Canvass

**CITY COUNCIL MEETING
May 8, 2025 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 May 8, 2025, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Lynn Beard, and Brian Yates. Councilmembers Shane Price and Blaise Regan were absent. Also present were City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Travis Craver led the invocation.

Makenzie Johnson and Abriella Loza, both 5th graders from Purcell Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Recognition:
 - Kim Cheek from Wylie High School introduced and recognized their Destination Imagination Teams for this year.

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following addressed the City Council:

- Rev. Andrew Penns
- Tammy Fogle

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

REGULAR AGENDA

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 24, 2025.

There were no corrections to the minutes.

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

Councilmember Yates moved to approve the minutes as presented. Councilmember Beard seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

4. Ordinance (Final Reading) CUP-2025-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow Reconstruction of a 120' Monopole within General Retail (GR). Located at 920X Westview Drive.
[ASSIGNED ORDINANCE NO. 35-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit (CUP) at the above referenced location, to allow for the reconstruction of a 120' monopole within General Retail (GR).

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

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

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

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

5. Ordinance (Final Reading) CUP-2025-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Allow a Tattoo Parlor in Neighborhood Retail (NR). Located at 1720 S Clack Street
[ASSIGNED ORDINANCE NO. 36-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit (CUP) at the above referenced location, to allow for a tattoo parlor.

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

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

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

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

6. Ordinance (Final Reading) Z-2025-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of Planned Development District 15 (PDD-15) To Allow Freight Containers. Located At 4250 Ridgmont Dr.
[ASSIGNED ORDINANCE NO. 37-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of Planned Development District 15 (PDD-15) at the above referenced location to allow for freight containers.

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Beard and Yates
NAYS (0): None
ABSENT (2): Councilmembers Price and Regan

7. Ordinance (Final Reading) Z-2025-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 1.31 Acres from Heavy Commercial (HC) to a Planned Development District (PDD-193). Specifically, to Allow a Base Zoning of Patio Homes (PH) with Alternative Setbacks and Lot Dimensions. Located at 1402 Pine Street.
[ASSIGNED ORDINANCE NO. 38-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced location from Heavy Commercial (HC) to Planned Development District 193 (PDD-193), to allow for a base zoning of Patio Homes (PH).

Mayor Hurt opened the public hearing. The following spoke in support of the item:

- Tal Filinghim, agent

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Beard and Yates
NAYS (0): None
ABSENT (2): Councilmembers Price and Regan

8. Ordinance (Final Reading) Z-2025-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owners, to Rezone Approximately 6.49 Acres from Medium Density (MD) to Patio Home (PH). Located Along Nikhil Lane and Nitin Way.
[ASSIGNED ORDINANCE NO. 39-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced location from Medium Density (MD) to Patio Home (PH).

Mayor Hurt opened the public hearing. The following spoke in support of the item:

- Tal Filinghim, agent

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Beard and Yates
NAYS (0): None
ABSENT (2): Councilmembers Price and Regan

9. 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 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code
[ASSIGNED ORDINANCE NO. 40-2025]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend Chapter 18 of the City Code, to create a school zone for Wylie West Elementary School on Waldrop Drive. This school zone would extend from Tuscany Drive to Hardwick Road.

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

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

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

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:05 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:

10.A.551.071 (Consultation with Attorney)

1. PFAS Litigation

2. CWS Investments v. City of Abilene, City of Abilene Board of Building Standards

10.D.551.074 (Personnel Matters)

1. Municipal Court Judge

10.E.551.076 (Deliberations about Security Devices)

1. Cyberattack on City

10.F.551.087 (Business Prospect/Economic Development)

1. DCOA Project Surf

The Executive Session ended at 9:37 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 86-2025]

Adoption of the item would approve the (re)appointments of the following board & commission members, per the City Charter:

Place #	Board	Term End Date
	<i>West Central Texas Municipal Water District</i>	
1	Russell Berry [Reappointment]	May 2027
3	Robert Benham [Reappointment]	May 2027
6	Norm Archibald [Reappointment]	May 2027

Mayor Hurt opened the public hearing. The following spoke on the item:

- Tammy Fogle

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

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

AYES (4): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmember Beard

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

ABSTAIN (1): Councilmember Yates

12. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing a City Manager
[ORAL RESOLUTION]

Adoption of the item would approve the Mayor's appointment of Emily Crawford as City Manager.

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

Councilmember Beard moved to approve the appointment of Emily Crawford as City Manager. Mayor Pro-tem McAlister seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (2): Councilmembers Price and Regan

ADJOURNMENT

There being no further business, the meeting adjourned at 9:50 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

**CITY COUNCIL MEETING
May 12, 2025 at 4:00 p.m.**

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

The City Council of the City of Abilene, Texas met in Special Session on May 12, 2025, at 4:00 p.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan and Brian Yates. Also present were City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Shane Price led the invocation and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. With no speakers coming forward, the public comment period was closed.

SPECIAL CONSIDERATIONS

2. At this time, the City Secretary presented Council with their \$1 salary checks for the year.
3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Canvassing the Returns and Declaring the Results of Bond Election Held in the City of Abilene on May 3, 2025
[ASSIGNED RESOLUTION NO. 87-2025]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would canvass the returns and declare the results of the special bond election held on May 3, 2025. The election results reported that Measure A, for the \$20 million Airport Improvement Bond, receiving 52.18% of the votes.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates

NAYS (0): None

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Canvassing the Returns and Declaring the Results of the General Election Held in the City of Abilene on May 3, 2025, and Ordering a Runoff Election to be Held on June 6, 2025 for City Council Place 5
[ASSIGNED RESOLUTION NO. 88-2025]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would canvass the returns and declare the results of the General Election held on May 3, 2025. The election results reported that the Travis Craver received 64.13% of the votes for City Council Place 6, and no candidate received a majority of the votes for Place 5. Therefore, Travis Craver has been duly elected to Place 6, and a runoff election is ordered for Place 5, to be held on June 7, 2025.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates

NAYS (0): None

5. Issue the following to Councilmember-Elect Travis Craver:

- Certificate of Election
- Oath of Office: Administered by City Secretary Atkinson

6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing a Mayor Pro-tem & Deputy Mayor Pro-tem

[ORAL RESOLUTION]

Mayor hurt stated that according to the rotation, Councilmember Brian Yates would be Mayor Pro-tem, and Councilmember Blaise Regan would be Deputy Mayor Pro-tem.

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

Councilmember Beard moved to approve the appointment of Councilmember Yates as Mayor Pro-tem and Councilmember Regan as Deputy Mayor Pro-tem. Councilmember Price seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 4:09 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the License Agreement with Environmental Systems Research Institute, Inc (ESRI) (*Troy Swanson*)

GENERAL INFORMATION

ESRI is the City's GIS Mapping and Spatial Analysis software. We are renewing our license for an additional three years.

SPECIAL CONSIDERATIONS

The procurement of this software license is exempt from competitive bidding because the item is available from only one source because of copyrights.

FUNDING/FISCAL IMPACT

Technology Fund

STAFF RECOMMENDATION

Seeking Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION NO - ESRI
2. Esri Q-542779 (SGEA Renewal - Abilene TX 2025-2028) v1.1
3. Esri Sole Source Letter for City of Abilene (SGEA) 20250414
4. ESRI - May 22 2025

RESOLUTION NO. -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR
CONTRACT RENEWAL WITH ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC (ESRI)**

WHEREAS, the City Council of the City of Abilene recognizes the need for Geographic Information Systems (GIS) mapping and spatial analysis software and services; and

WHEREAS, the City of Abilene Information Technology Department utilizes these licenses throughout many departments/divisions within the organization including Planning and Development Services and Water; and

WHEREAS, these support services are subscription support services only available from ESRI, Inc., as a sole-source provider; and

WHEREAS, the proposed total amount for three years is \$270,900.00; with each year, FY2025, FY2026, and FY2027 are in the amount each of \$90,300.00 and;

WHEREAS, it is the staff's recommendation that the City Council endorse this request for the City Manager to sign a three-year contract renewal for GIS software services; and

**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 sign a three-year contract renewal with ESRI, Inc. for GIS Mapping and Spatial Analysis software with a not-to-exceed amount of \$270,900.00

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

ADOPTED this 22nd day of May, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



April 9, 2025

Troy Swanson
City of Abilene
555 Walnut St
Abilene, TX 79601-5254

Dear Troy,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Eric Lomeli



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-542779

Date: April 9, 2025

Customer # 9850 Contract #

City of Abilene
GIS Dept
555 Walnut St
Abilene, TX 79601-5254

ATTENTION: Troy Swanson
PHONE: (325) 676-6294
EMAIL: troy.swanson@abilenetx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/27/2025 To: 5/28/2025

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$270,900.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$270,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Eric Lomeli

Email:

elomeli@esri.com

Phone:

(210) 499-1044 x8845

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-4)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: April 14, 2025

TO: City of Abilene

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

A handwritten signature in blue ink that reads "J. Ricks". Below the signature, the name "Jackie Ricks" is printed in a small, black, sans-serif font.

Jackie Ricks

City Council Meeting

May 22, 2025





ESRI, Inc. (Environmental Systems Research Institute)

Software Services and Features:

- Mapping and Spatial Analysis Software / Geographic Information System (GIS)
 - Subscription support services only available from ESRI, Inc., as a sole-source provider
 - Renewal of a 3-yr contract FY2025, FY2026, FY2027
 - Annual software maintenance = \$90,300.00
 - IT Department utilizes these licenses throughout many departments/divisions within the organization including Planning & Development Services and Water

IT Department Recommendation

- Endorses the requested software and services for a not-to-exceed amount of \$270,900.00
 - FY25, FY26 and FY27 each = \$90,300.00





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting the Plum the Peacock, Turtles, and Giving Tree Sculptures as part of the City of Abilene Sculpture Collection *(Lesli Andrews)*

GENERAL INFORMATION

The City Council approved the commissioning of Plum the Peacock and Turtles on December 19, 2024 and Giving Tree on March 13, 2025. Abilene Cultural Affairs Council would like to request that Plum the Peacock, Turtles, and Giving Tree sculptures become a permanent addition to Abilene's Outdoor Sculpture Storybook Collection.

Abilene Cultural Affairs Council is proposing the sculptures be located in the Clear Fork Bank Storybook Garden on the lawn of the Abilene Convention Center and that it be unveiled on the first evening of the Children's Art and Literacy Festival on Thursday, June 12, 2025.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City of Abilene will have approximately 10 hours of labor by Parks staff to install the sculptures and ongoing maintenance in the future.

The sculptures are funded by the Abilene Cultural Affairs Council.

STAFF RECOMMENDATION

Staff recommends approval of the acceptance of the donated sculptures.

BOARD OR COMMISSION RECOMMENDATION

The Plum the Peacock and Turtles sculptures were approved by the Visual Arts Jury at the October 21, 2024 board meeting.

The Giving Tree sculpture was approved by the Visual Arts Jury at the February 24, 2025 board meeting.

ATTACHMENTS:

1. Resolution_2025_sculptures
2. Plum the Peacock
3. Turtles
4. Giving Tree
5. Giving Tree concept
6. Presentation_ Acceptance of 2025 Sculptures for Public Display

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING
ACCEPTANCE OF THE DONATED SCULPTURES FOR PLACEMENT IN THE CLEAR FORK
BANK STORYBOOK GARDEN ON THE LAWN OF THE ABILENE CONVENTION CENTER.**

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned Plum the Peacock, Turtles, and Giving Tree; and

WHEREAS, ACAC works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival; and

WHEREAS, the Visual Arts Jury approved Plum the Peacock and Turtles sculptures at the October 21, 2024 meeting, and Giving Tree sculpture at the February 24, 2025 meeting; and

WHEREAS, Abilene City Council approved the concept of Plum the Peacock and Turtles sculptures at the December 19, 2024 City Council meeting, and Giving Tree at the March 13, 2025 City Council meeting.

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

Part 1: That the City Council approves acceptance of the donated sculptures for placement in the Clear Fork Bank Storybook Garden on the lawn of the Abilene Convention Center.

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

ADOPTED this 22nd day of May, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney









Resolution: Acceptance of Sculptures for Public Display

May 22, 2025



Request to Accept Sculpture for Public Display

Sculpture by: Nic Noblique

Size: The height will be approximately 14 ft, 16 ft, and 20ft with each “leg” approximately four feet in diameter.

Material: Steel

Location: Clear Fork Bank Storybook Garden



Request to Accept Sculpture for Public Display

Sculpture by: Steve Neeves

Size: Plum is about 4.5 feet tall. The turtles range from 18' long to 12 inches long.

Material: Bronze

Location: Clear Fork Bank Storybook Garden





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Exerplay, Inc for the Playground at Carver Park (Lesli Andrews)

GENERAL INFORMATION

The Abilene voters approved the issuance of \$28,000,000 in General Obligation Bonds for improvements to City recreation centers on November 7, 2023.

A committee of Parks and Recreation staff, Health Department staff, and Parks and a Recreation Board Member looked at multiple playground designs from multiple playground vendors. The committee held interviews with the two companies on April 9, 2025, and determined that Exerplay, Inc. provided the best playground for the location.

The playground structure, as well as installation, was quoted via the City's purchasing cooperative contract with BuyBoard #679-22 at a cost of \$264,997.85.

The playground will be the City's third parallel play playground with a turf surface. The playground will have a shade structure covering the majority of the playground.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

General Obligation Bond proceeds are available for this project. Purchase and installation will be \$264,997.85.

STAFF RECOMMENDATION

Staff recommends purchase of the playground from Exerplay, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 5-22-2025 Resolution Exerplay Playground Carver Park
2. EPI Q009227
3. Exerplay playground for G.V. Daniels - Sig
4. 003791C_1-Model 2D
5. 003791C_1-Camera5-HD
6. 003791C_1_Render-Camera5-HD
7. 003791C_1_Render-Camera4-HD
8. 003791C_1_Render-Camera3-HD
9. 003791C_1_Render-Camera2-HD
10. 2025 Presentation Purchase of Playground Carver Park

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE EXECUTION OF A CONTRACT WITH EXERPLAY, INC. FOR THE
CONSTRUCTION OF A PLAYGROUND TO BE LOCATED AT CARVER PARK THROUGH
BUYBOARD CONTRACT # 679-22**

WHEREAS, funds for the purchase of the playground structure will come from the General Obligation Bond; and

WHEREAS, Exerplay Inc., playground structure was selected by a committee of members; and

WHEREAS, the playground structure was quoted via the City's purchasing cooperative contract with Buy Board #679-22 at a cost of \$264,997.85; and

**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 Exerplay, Inc. through BuyBoard Contract # 679-22

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

ADOPTED this 22nd day of May 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Proposal

Q009227

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
5/15/2025	Jeffrey Talley 806-670-4006 jeff@exerplay.com

G V Daniels Recreation Center Playground Renovation Buyboard Equip - 679-22

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	PlayBooster & Smart Play Volo (5-12 years) Design 003791C_1	118,010.00	5%	112,109.50
1.00	SHADE	CP044154, 39' x 40' SkyWays® Hip Shade w/ 14' Height. 105 MPH of wind, 5 PSF of snow.	21,200.00	5%	20,140.00
1.00	CP025496	Electronic Stamped Engineered Drawings	1,105.00		1,105.00
1.00	FREIGHT	Freight/shipping charges (TBD)	8,320.00		8,320.00
1.00	FREIGHT	Freight/shipping charges for shade (150-25-84)	702.00		702.00
1.00	INSTALL	Installation of Playground Equipment (3651)	34,778.00		34,778.00
1.00	INSTALL	Installation of Shade Structure (3651)	12,561.00		12,561.00
4,150.00	SURFACING	PGT9108, Synthetic Turf, priced per sq/ft Includes: Up to 3" of Drainage Stone & Compaction, Perimeter Board & Staples, Foam Pad, Installation, Application of Infill as needed, & Site Clean-up	13.82	5%	54,485.35
1.00	FREIGHT	Freight/shipping charges (3651)	3,060.00		3,060.00
270.00	INSTALL	Perimeter Concrete Curbing 6" X 6". Priced per LF	32.50		8,775.00
		SITE MAINTENANCE			
1.00	OTHER-MISC	Year-1 Playground Inspection & Maintenance as Needed. Turf Inspection, Cleaning & Brooming.	2,500.00	100%	0.00
1.00	OTHER-MISC	Year-2 Playground Inspection & Maintenance as Needed. Turf Inspection, Cleaning & Brooming.	2,500.00	100%	0.00
		ADD-OPTION			
		Sidewalk, structure to building, \$13.50 per sq/ft Site Prep / Grading by others. Site to be level w/ 1% slope to drainage area.			
1.00	BOND	Payment/Performance Bond	8,962.00		8,962.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Stefani Schmuker

Subtotal	264,997.85
Tax Total:	0.00
Total	264,997.85



Proposal

Q009227

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
5/15/2025	Jeffrey Talley 806-670-4006 jeff@exerplay.com

G V Daniels Recreation Center Playground Renovation
Buyboard Equip - 679-22

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
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Accepted by: _____
Print Name: _____ Signature: _____ Date: _____



General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.



Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis–Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line–item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often–times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue–staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the 22 day of May, 2025, is between the City of Abilene (“City”), a home rule municipal corporation of the State of Texas and Exerpay, Inc. (“Contractor”), a Company organized under the laws of the State of New Mexico.

I. TERMS

In consideration of \$264,997.85, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City’s agent is satisfied that the work has been completed with the terms of this Contract, the City’s agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City’s agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor’s neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

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

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 180 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. In the event of an assignment by the Contractor 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 Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

VIII. 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 Contract 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 Contract, 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 must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for thirty (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>
X1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X2. 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)
X3. 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	

IX. 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.

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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, 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.

XII. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy 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 bona fide 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.

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids 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.

XIV. 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 Contractor. The 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 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.

XV. 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 that are required in completing the work contracted for in this agreement.

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Jeff Tailey
P.O. Box 1160
Cedar Crest, NM, 87008

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time 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 company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision.

Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time 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 company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company 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.

Unless the Contractor is not subject to a provision above, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) 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.

XIX. 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.

{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

CONTRACTOR

By: _____

By: Sarah Love

Name: Mindy Patterson

Name: Sarah Love

Title: City Manager

Title: Contract Administrator

ATTEST:

City Secretary

Federal Tax ID#: 85-0390320

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Purchase and install a playground at G.V. Daniels Recreation Center located in Carver Park. See attached for details.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour, or per the attached schedule, 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.

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 Contract have been paid in full, and that there are no claims pending of which Contractor has been notified.

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 the City.

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 __X__

Payment is a fixed fee amount of \$264,997.85 payable per invoice upon completion of the work and written acceptance by the City.

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 Contractor'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(s) 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)

** OVERHEAD OBSTRUCTIONS THAT ARE WITHIN USE ZONES OF PLAYGROUND EQUIPMENT, THAT ARE NOT PART OF THE PLAY STRUCTURE, SHALL BE AT LEAST 84 IN. ABOVE EACH DESIGNATED PLAY SURFACE, OR 84 IN. ABOVE THE PIVOT POINT OF SWINGS. **

NOTE:
SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN

NOTE:
DESIGN ASSUMES THAT THE SITE IS LEVEL, OR DOES NOT EXCEED A 2% GRADE CHANGE OVER THE ENTIRE AREA.

PDF TRACE
ACTUAL SITE DIMENSIONS MUST BE VERIFIED.

PlayBooster and Smart Play
(5-12 Years)
Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	15		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED	8
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	14	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	9	REQUIRED	9

SCALE IN FEET:



Abilene, City of
GV Daniels Recreation Center Opt 1
Abilene, TX

ExerPlay, Inc.
Jeff Talley

SYSTEM TYPE:
Smart Play

DRAWING #:
003791C_1

landscape
structures



The play components identified on this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

DESIGNED BY:
KB

COPYRIGHT: 4/16/25
EXERPLAY, INC.

12220 N HWY 14 Suite 1
CEDAR CREST, NM 87008
PH: 1-800-457-5444 FAX: 1-505-281-0155

1/21/25	003791A	KB
Date	Previous Drawing #	Initials

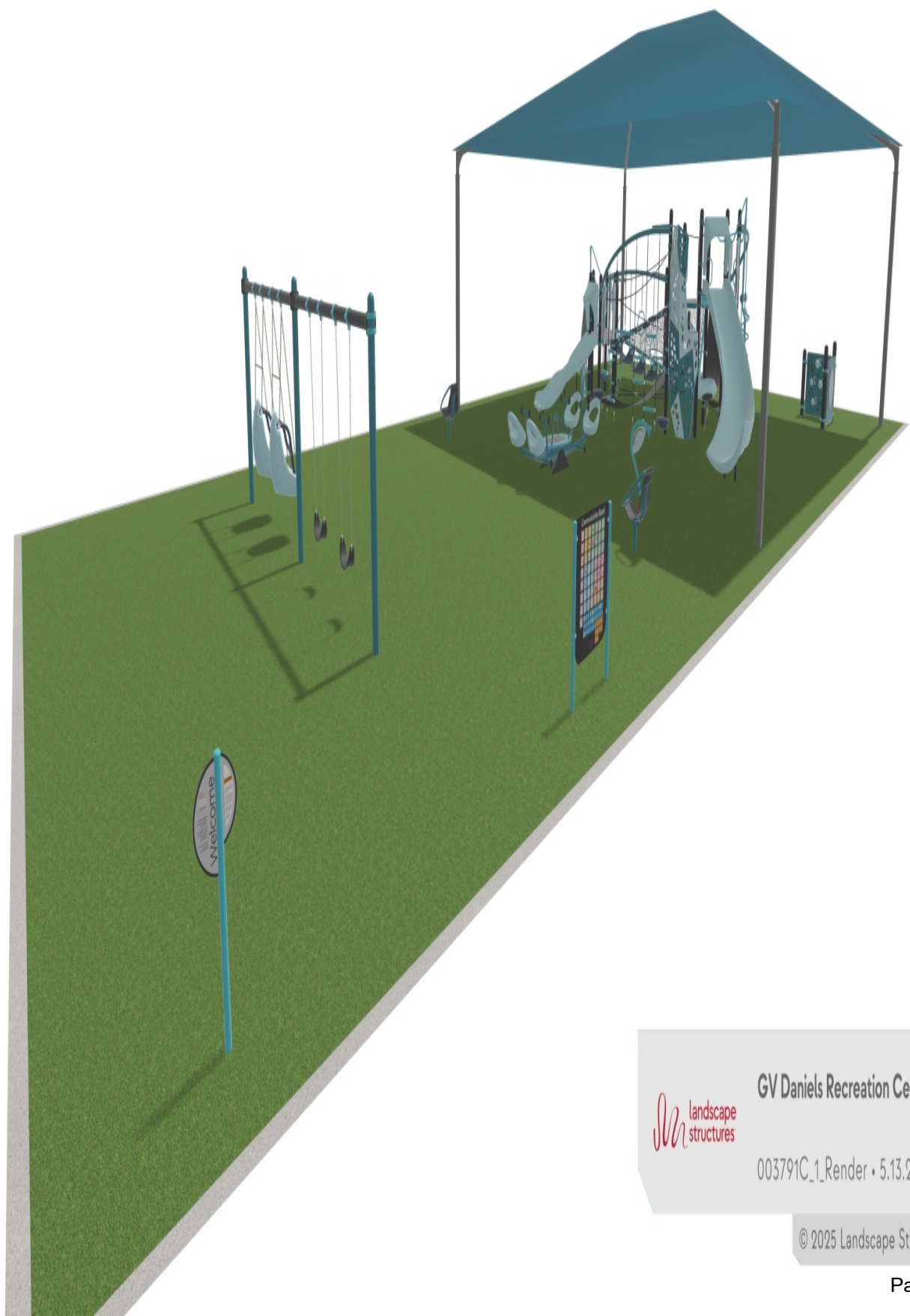


GV Daniels Recreation Center

003791C_1 • 5.13.2025



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GV Daniels Recreation Center

003791C_1_Render • 5.13.2025



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landscape
structures

GV Daniels Recreation Center

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Resolution: Purchase and Installation of Playground for Carver Park

May 22, 2025





General Information:

- BuyBoard Contract# 679-22 for the purchase and installation of playground from Exerplay, Inc.
- Cost \$264,997.85
- Funding from the General Obligation Bond



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Chowning Realty LLC for 2742 S 10th St. *(Tim Littlejohn)*

GENERAL INFORMATION

Agreement with Chowning Realty, LLC for proposed major renovation of 2742 S 10th St that will meet all adopted criterias of the Rebuild Abi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$20,000

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Chowning RESOLUTION
2. 2742 S 10th_Chowning Realty_Major Renovation Ch 380 agreement

3. Exhibit A
4. Major Reno presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING
REALTY**

This Economic Development Agreement (“Agreement”) is effective as of the 22nd day of May, 2025 (“Effective Date”), by and between Chowning Realty, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2742 S 10th St., in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 22nd day of May, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

Chowning Realty, LLC

This Economic Development Agreement ("Agreement") is effective as of the 22nd day of May, 2025 ("Effective Date"), by and between Chowning Realty, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 2742 S. 10th St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means ____ Chowning Realty, LLC ____, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees,
- (2) utility taps,
- (3) sidewalks,
- (4) roll-off containers and two tips, and
- (5) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

Chowning Realty, LLC
3066 Legends Trail
Abilene, TX 79601
aaronchowning@gmail.com
325.301-4099

By (signature): 
BABB9CE3D84046B...

Name (printed): Aaron Chowning

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans and building permit submittal requirements.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

Address: 2742 S.10th St Abilene TX

Square footage: 1408

Number of bedrooms: 4

Number of bathrooms: 2

By (signature): DocuSigned by:
Aaron Chowning
8A8B9CFC3D84046B

Name (printed): Aaron Chowning

Title: Principal

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



City Council Meeting

Economic Development Agreement





- Chowning Realty is proposing to Major Renovate 2742 S 10th St
- All renovation requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2534 Polaris Dr. Reconstruction Project to Epic Construction Co. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the reconstruction of Polaris Dr. This will include removal of all material down to the subgrade, preparation of the existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" O.C.E.W. with #5 reinforcing steel.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 130 working days (approx. 6.5 months, weather permitting), and has an owners' allowance of \$200,000.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Development Corporation of Abilene.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Epic Construction Co. of Abilene, Texas, with a base bid of \$1,933,286.80.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Polaris Dr. Reconstruction Project Resolution
2. Polaris Dr. Reconstruction Contract (Epic)
3. CB2534TAB
4. Polaris Dr. Reconstruction Scope of Work
5. Polaris Dr. Project Map
6. Polaris Dr. Reconstruction Presentation 5-14-2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO EPIC CONSTRUCTION CO., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the reconstruction of Polaris Dr.; and

WHEREAS, the project involves the removal of existing pavement and base material, placement of Type B HMA, and placement of Class P Concrete surface; and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on April 8, 2025:

Epic Construction Co., Abilene, Texas	\$1,933,286.80
Bontke Brothers Construction Co., Inc., Abilene, Texas	\$2,035,750.80
J.H. Strain & Sons, Inc., Tye, Texas	\$2,664,833.75

WHEREAS, Epic Construction Co., Abilene, Texas submitted the best value bid in the amount of \$1,933,286.80 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Epic Construction Co., Abilene, Texas.

**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 \$1,933,286.80.

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

ADOPTED this 22nd day of May, 2025.

ATTEST:

Shawna Atkins, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22nd day of May, 2025 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Epic Construction Co. 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.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

[**POLARIS DR. RECONSTRUCTION PROJECT**]

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,933,286.80.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) 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 in 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. Statutory Verifications. Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) 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.

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

B. Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time 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 company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time 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 company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

D. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company 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.

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.

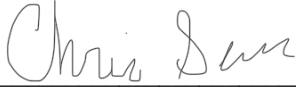
13. Contract Copies. Each of the two executed copies is an original.

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

CONTRACTOR

Name of Contractor:

Epic Construction Company



Signature

Chris Seabourn
Name - Typed or Printed

Superintendent
Title - Typed or Printed

Business Address:

2701 S Treadway Blvd, Abilene, TX, 79602

325-695-6283
Business Phone No.

75-2810409
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

ATTEST:

City Secretary

Seal: |

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS		PAGE 1 OF 1
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DEPARTMENT: ENGINEERING
BID NO.: CB-2534
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: APRIL 8, 2025

EPIC CONSTRUCTION CO.
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

J.H. STRAIN & SONS, INC.
TYE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	POLARIS DR. RECONSTRUCTION PROJECT				1,933,286.80		2,035,750.80		2,664,833.75						
BASE BID					1,933,286.80		2,035,750.80		2,664,833.75						
DISCOUNT															
TOTAL BID					1,933,286.80		2,035,750.80		2,664,833.75						

*NOTES: INDICATES RECOMMENDED AWARD	
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SCOPE OF PROJECT

This construction contract involves the reconstruction of Polaris Dr. This will include removal of all material down to the subgrade, preparation of the existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" O.C.E.W. with #5 reinforcing steel.

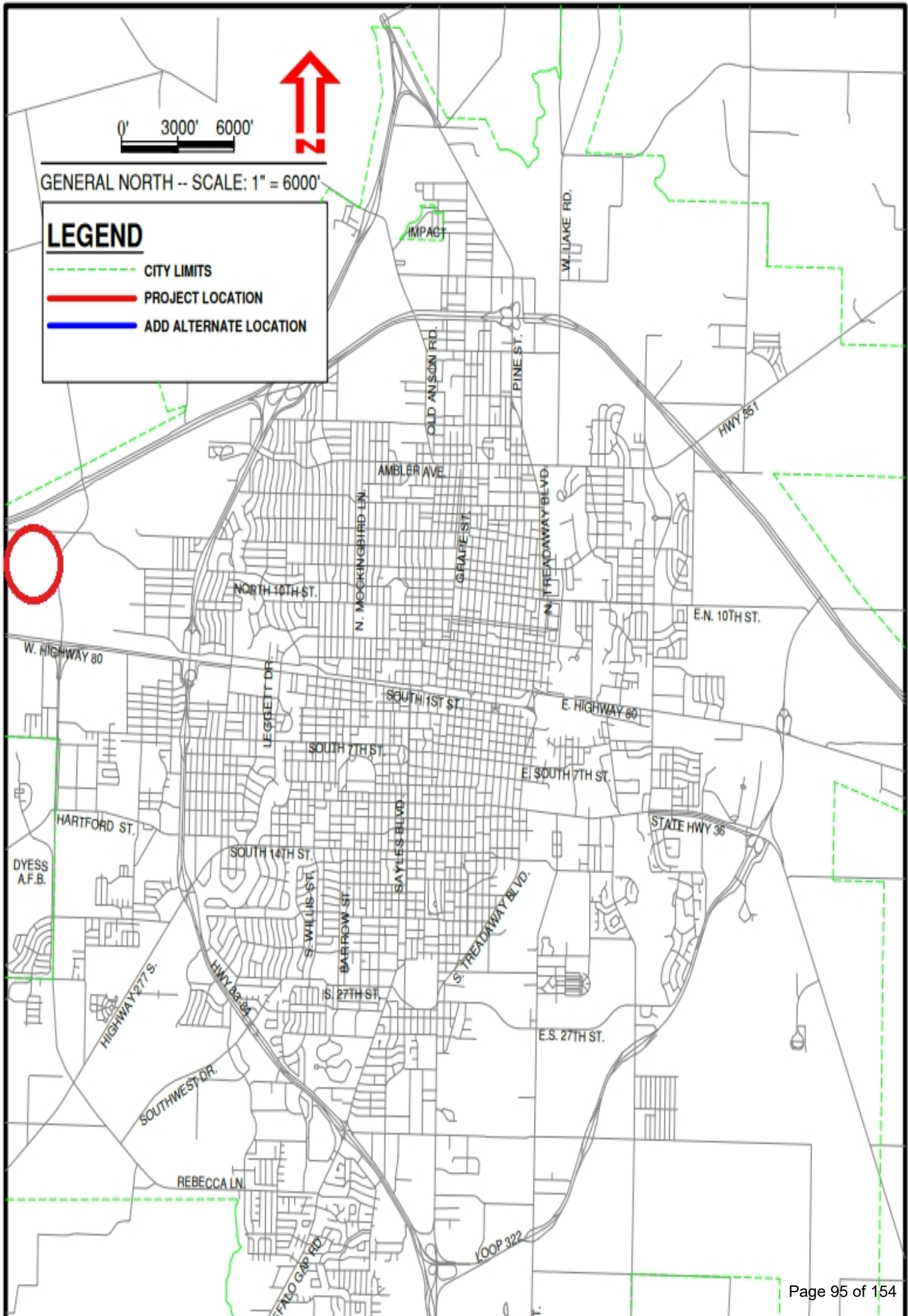
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION
- ADD ALTERNATE LOCATION



Bid Award of CB-2534 Polaris Dr. Reconstruction Project

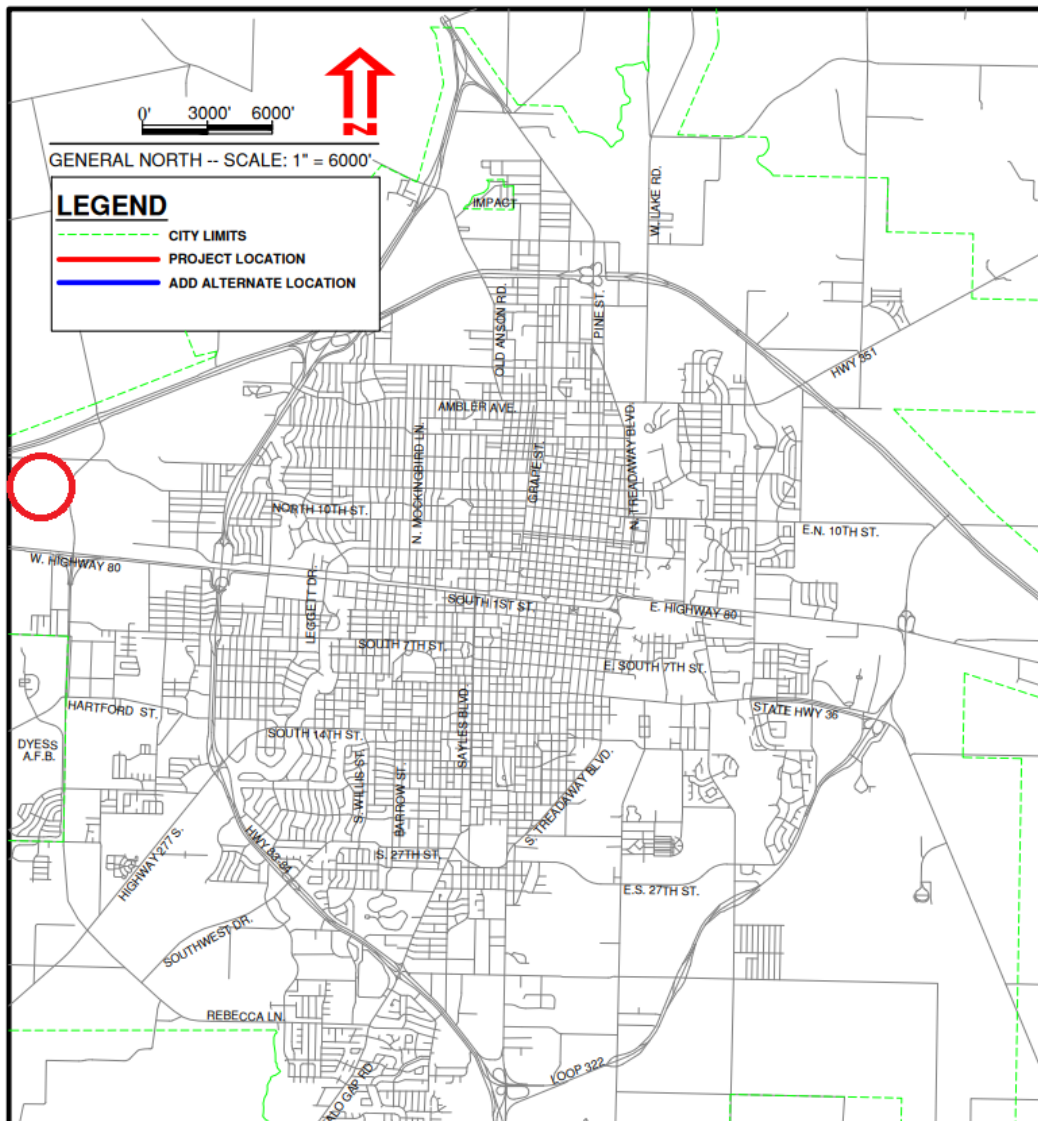
(Max Johnson)





Bid Award of CB-2534

Polaris Dr. Reconstruction Project



Streets

Polaris Dr.

Limits

Five Points PW. To Marigold St.



CITY OF
ABILENE
TEXAS



Bid Award of CB-2534

Polaris Dr. Reconstruction Project

- Project includes:
 - Reconstruction of Polaris Dr. to include removal of all material down to the subgrade, preparation of the existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" on center each way with #5 reinforcing steel.
- Project advertised March 23rd and 30th; bids opened April 8 22nd, 2025; three (3) bids received.
- Project allowance: \$200,000.00.
- Staff recommends awarding the bid to the best value bidder, Epic Construction Co. with a base bid of \$1,933,286.80.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid #CB-2539 Workzone Project S7 (Lytle Estates) to J.H. Strain & Sons, Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the milling of the existing HMAC surface, cement stabilization of the existing base material to specifications shown in the plans, placement of an underseal, and placement of a 2" Type D HMAC driving surface. Also included in this contract is the installation of new valley gutters, removal and replacement of failed curb and gutter, and manhole collars.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 100 working days (approx. 5 months, weather permitting) and has an owners' allowance of \$150,000.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Street Maintenance Fee.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. of Tye, Texas with a base bid of \$1,978,723.07.

BOARD OR COMMISSION RECOMMENDATION

Street Maintenance Advisory and Appeals Board recommended this project for City Council approval on September 5, 2024.

ATTACHMENTS:

1. Workzone Project S7 (Lytle Estates) Project Resolution
2. S7 Contract (Strain)
3. CB2539TAB
4. SCOPE OF PROJECT S7
5. Workzone S7 Map
6. Workzone Project S7 (Lytle Estates) Presentation 5-14-2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO J.H. STRAIN & SONS, INC., TYE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the rehabilitation of roadways within the Lytle Estates work zone; and

WHEREAS, the project involves the removal of existing pavement, cement stabilization of existing base material, underseal, and placement of an HMAC surface: and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on April 22, 2025:

J.H. Strain & Sons Inc., Tye, Texas	\$1,978,723.07
-------------------------------------	----------------

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$2,831,961.40
--	----------------

WHEREAS, J.H. Strain & Sons Inc., Tye, Texas submitted the best value bid in the amount of \$1,978,723.07 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons Inc., Tye, Texas.

**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 \$1,978,723.07.

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

ADOPTED this 22nd day of May, 2025.

ATTEST:

Shawna Atkins, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22nd day of May, 2025 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye, 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.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

WORKZONE PROJECT S7 (LYTLE ESTATES)

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,978,723.07.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) 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 in 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. **Statutory Verifications.** Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) 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.

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

B. Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time 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 company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time 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 company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

D. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company 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.

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

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

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

CONTRACTOR

Name of Contractor:

J.H. STRAIN & SONS, INC.

Signature

KENT STRAIN

Name - Typed or Printed

PRESIDENT

Title - Typed or Printed

Business Address:

PO BOX 277

TYE, TX 79563

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

JONATHAN CARROLL

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE

**PURCHASING DIVISION
TABULATION OF BIDS**

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-2539
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: April 22, 2025

J.H. STRAIN & SONS
ABILENE, TX

BONTKE BROTHERS
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.	WORKZONE PROJECT S7 (Lytle Estates)				1,978,723.07		2,831,961.40								
BASE BID					1,978,723.07		2,831,961.40								
DISCOUNT															
TOTAL BID					1,978,723.07		2,831,961.40								

--

SCOPE OF PROJECT

This construction contract involves the milling of the existing HMA surface, cement stabilization of the existing base material to specifications shown in the plans, placement of an underseal, and placement of a 2" Type D HMA driving surface. Also included in this contract is the installation of new valley gutters, removal and replacement of failed curb and gutter, and manhole collars.

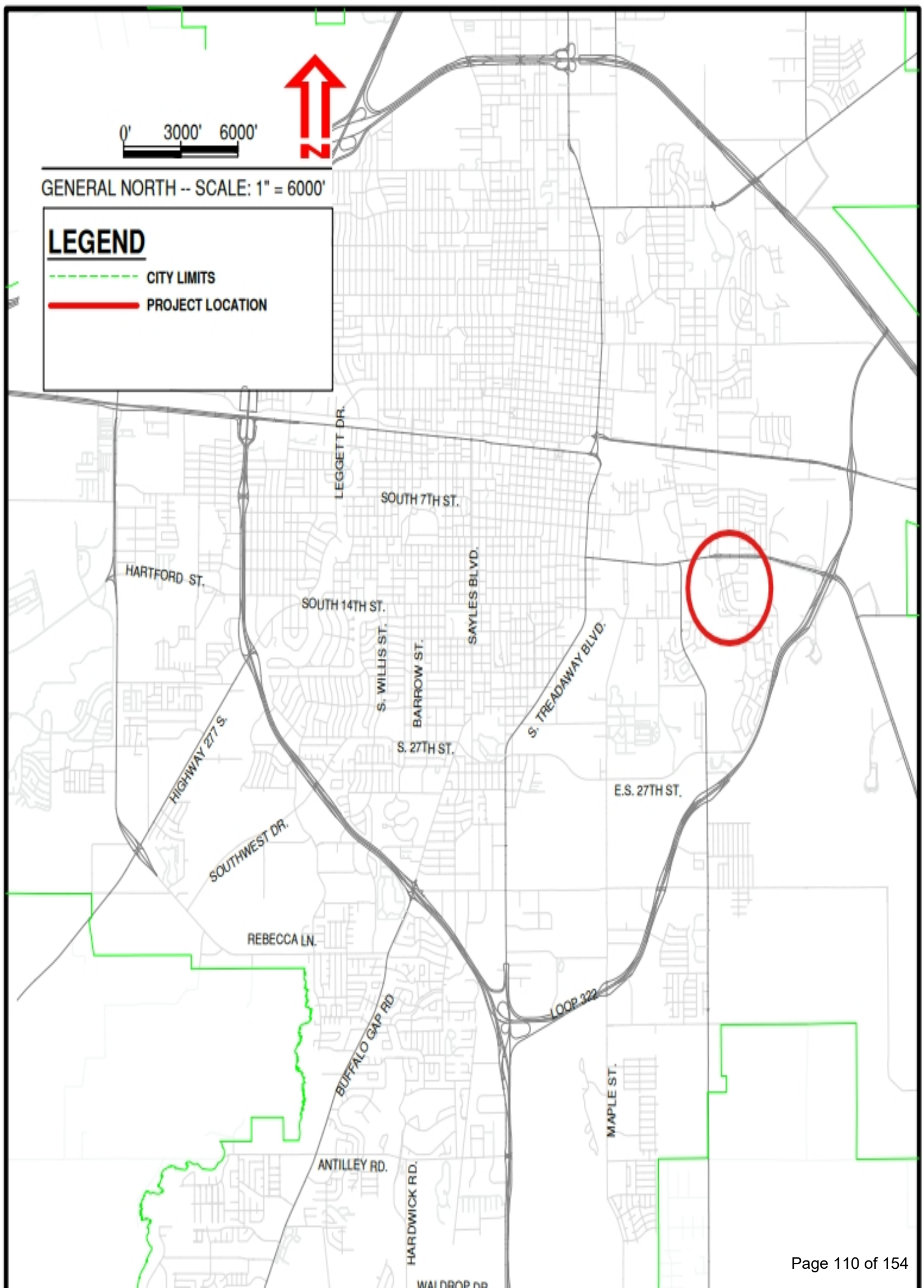
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

-  CITY LIMITS
-  PROJECT LOCATION



Bid Award of CB-2539 Workzone Project S7 (Lytle Estates)

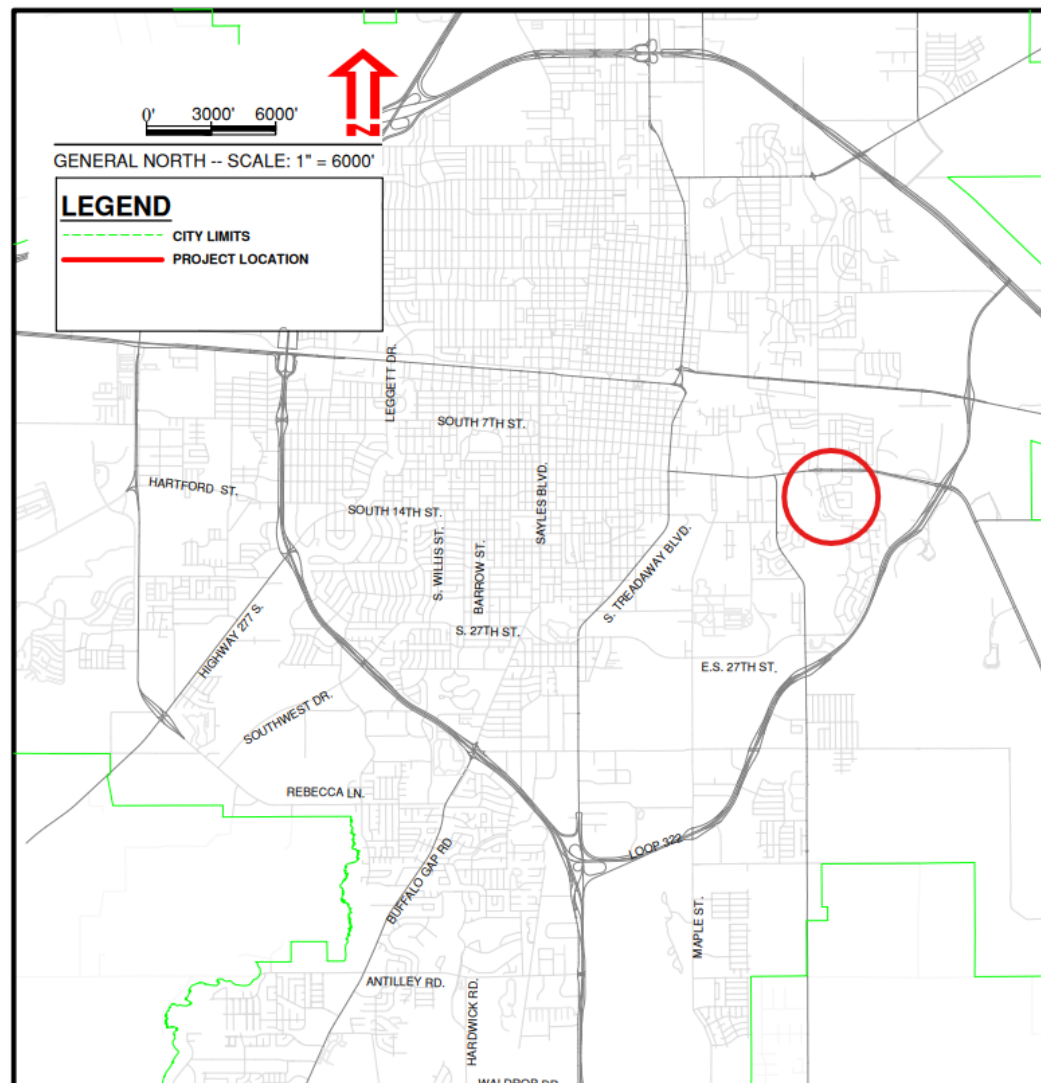
(Max Johnson)





Bid Award of CB-2539

Workzone Project S7 (Lytle Estates)



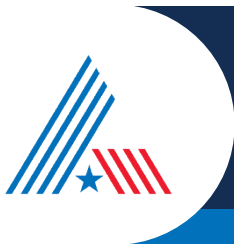
Streets

Castle Dr.
Bay Bridge Cr.
Bay Shore Ct.
Estates Dr.
Chariot Cr.
Kingsbury Rd.
Canterbury Dr.
Nottingham Rd.
Queens Ct.
Lancelot Rd.
Prince Rd.

Limits

ES 11th to Cul-De-Sac
Lytle Wy. to Cul-De-Sac
Lytle Wy. to Cul-De-Sac
Lytle Wy. to ES 11th
Estates Dr. to Estates Dr.
Estates Dr. to Lancelot Rd.
Estates Dr. to Cul-De-Sac
Lytle Wy. to Lancelot Rd.
Kingsbury Rd. to Cul-De-Sac
Nottingham Rd. to Kingsbury Rd.
Canterbury Dr. to Lytle Wy.





Bid Award of CB-2539

Workzone Project S7 (Lytle Estates)

- Project includes:
 - Removal of existing pavement, cement stabilization of existing base material, placement of an underseal on newly cement stabilized base, and placement of 2" of Type D HMA.
- Project advertised April 6th and 13th; bids opened April 22nd, 2025; two (2) bids received.
- Project allowance: \$150,000.00.
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. with a base bid of \$1,978,723.07.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 1 to the Terminal Expansion and Improvements Design Task Order with Parkhill (Don Green)

GENERAL INFORMATION

The city entered into Task Order 1 with Parkhill (Resolution 166-2023) in the amount of \$2,553,699.65 to begin the concept and design process for the Airport Terminal Expansion and Improvements Project.

Through the process, the project became better defined with specific areas for expansion and improvements were identified and how these will be accomplished. Now that these areas are better defined, Parkhill has expanded the scope of work to include design of areas and Terminal systems that were not fully determined when Task Order 1 was originally issued.

At the time of the original execution of Task Order 1, the direction of expansion of the Boarding Area and TSA Screening Checkpoint were not fully explored. The studies of these areas resulted in relocating the airline ticket offices/counters to the lower level and relocating the car rental offices/counters on the lower level. These relocations will result in the expansion of the building on the lower level. Additionally, the replacement of Terminal mechanical, plumbing, HVAC, access control, and other systems is better understood now and their design accounted for in this amendment.

The cost of Amendment 1 is \$1,446,231.35.

SPECIAL CONSIDERATIONS

In accordance with FAA requirements, an Independent Fee Estimate (IFE) was conducted by

Kutchins & Groh to determine Parkhill's Amendment 1 fee was within market expectations for the scope of work. Parkhill's fee was well-within 10% of Kutchins & Groh's IFE.

FUNDING/FISCAL IMPACT

Amendment 1 has been programmed by FAA to be included in the FY25 Airport Infrastructure Grant (AIG) at 95% (\$1,373,919.00). The City will cover the remaining 5% (\$72,312.35).

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its May 14, 2025 meeting.

ATTACHMENTS:

1. Parkhill Task Order 1 Amendment 1 Resolution 5-22-2025 (2)
2. Parkhill Task Order_01_Amendment_01-Revised-2025-04-07
3. Parkhill Task Order 1 Amendment 1 Presentation (5-22-25) (1)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO TASK ORDER 1
WITH PARKHILL**

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

WHEREAS, City Council authorized Task Order 1 with Parkhill (Resolution 166-2023) to begin design of expansion and improvements to the Airport Terminal Building; and

WHEREAS, through the design process, a new concept was developed which increases the scope of the design work from the original intent of Task Order 1; and

WHEREAS, Parkhill has proposed Amendment 1 to Task Order 1 to cover the new scope of work; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation May 14, 2025; and

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

1. That the City Manager is authorized to execute Amendment 1 to Task Order 1 with Parkhill in the amount of \$1,446,231.35.
2. That the total amended cost of Task Order 1 will now be \$3,999,931.00.
3. That this resolution is effective immediately upon approval.

ADOPTED this 22nd Day of May 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Parkhill

PROJECT NAME: Abilene Regional Airport Modernization
Phase 2 & 3 (Terminal Expansion & Renovation) – Task Order #001, Amendment #1

PROJECT NAME: Abilene Regional Airport Modernization – Phase 2 & 3(Terminal Expansion & Renovation) – Task Order #001, Amendment #1

1. SCOPE OF WORK:

Parkhill will provide professional design services associated with project management, architecture, civil, structural, MEP engineering, interior design, and ancillary services to support the development of an expansion and renovation of the Abilene Regional Airport. The following proposal is based on Terminal Improvements & Blocking Diagram issued February 09, 2024, and modified with owner on March 4, 2024, Figure 1. [Refer to Exhibit A]. Scope of work has increased approximately 37,000 sq ft. **The scope of work includes expansion of Passenger Holding, Security Screening Checkpoint, Check-in, Airline support, Public Amenity, and the Renovation of Existing spaces through bidding and negotiation [CA to be provided under separate Task Order]**

Figure 1.

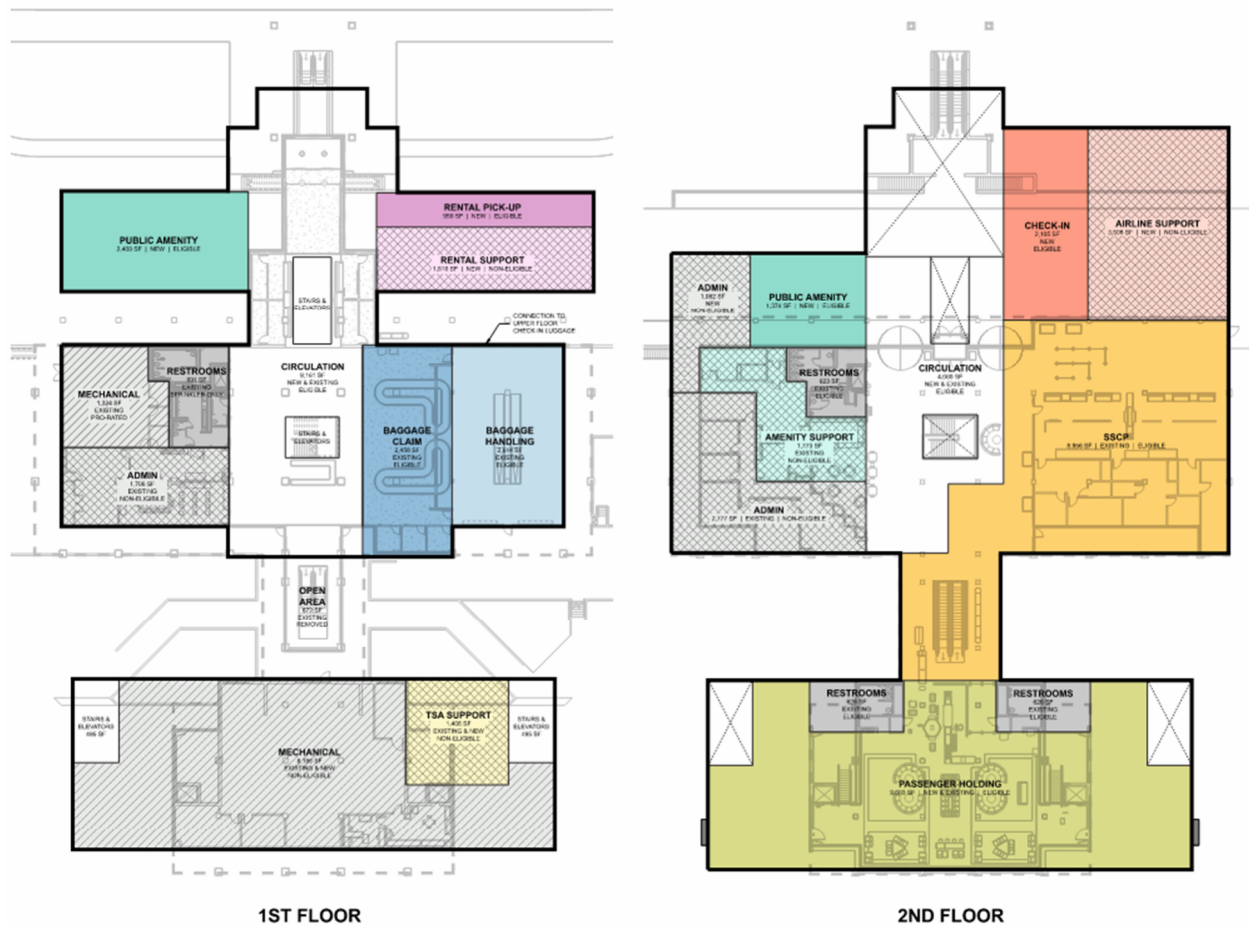


EXHIBIT A

ANTICIPATED DESIGN PHASES:

Project Management and Coordination [throughout]: Architect will lead design team and subconsultant coordination meetings as well as project meetings with Owner, FAA and other stakeholders as required.

Terminal, Airside, and Landside Design Programming: Architect will validate the current draft program and develop a final program for the proposed building based on blocking diagram. This will include up to two interactive meetings to discuss programming elements and general area required.

Schematic Design: Architect will further develop design elements and aesthetic of the terminal expansion and renovations to reflect the future needs of Abilene Regional Airport. Design charrettes will be conducted to establish a consensus for the design goals. The number of design charrettes will be determined based on schedule and desired outcomes.

Design Development: Design elements will be progressed into a detailed deliverable outlining material quality and application.

Construction Documents: Construction packages will be developed to first obtain *contractor bids and support the construction of the new terminal building.

***Bid and Negotiation:** Architect will provide support through the bidding process by issuing document clarifications in the form of Addendums. The Architects services cover both low bid and CMAR methods of procurement.

Construction Administration: Excluded. *Will be contracted under separate Task order*

Base Bid Scope of Work: See the attachment (Blocking Diagram) for graphic scope representation.)

General Terminal Upgrades:

- Verify the existing standby system for all areas & add a new generator as required.
- Provide a New Sprinkler System throughout the entire terminal building to meet the City of Abilene, TX's adopted building code, IBC 2021.
- Provide a New Fire Alarm System throughout the entire terminal building to meet the City of Abilene, TX's adopted building code, IBC 2021.
- Replace existing HVAC equipment requested by the owner, 1 for 1 replacement with relocation of mechanical equipment to allow for less

- downtime and modifications limited ductwork related to coordination for completion of design. Plan for integration of building automation controls.
- Replacement of luggage handling systems
 - Evaluate conditions of all existing potable water, sewer, chilled and heated water lines and replace as necessary. Particular attention given to cast iron sewer lines
 - Design of Diesel Generator to support additional load of building.
 - Coordination with Owner's Vendor of Shooter Detection System.

Exterior Improvements:

- Modernize the exterior finish of the Terminal to create a balance between existing & new.
- Replace all existing exterior curtainwall & glazing systems with high efficiency system to develop integrated design with existing & new expansion of the terminal building.
- New Landscaping with irrigation on curbside
- Adjust the front driveway to coordinate with arrival & departure passenger circulations.

Access Control:

- Replace existing access control system (Software and devices on doors)

Level 1 New /Ground-up Expansion:

- Rental Pick-up, Rental Supports
- Public amenity
- Circulation Space
- Adding Vertical Circulation, Elevators & Stairs
- TSA Support
- Adding Storage/Mechanical

Level 1 Renovations:

- Renovation of baggage claim & handling area
Replacing existing baggage handling system
- Renovation of existing TSA support areas to become mechanical room.
- Remove & replace existing outside escalators & stairs with new stairs.
- Remove & replace existing inside escalators & stairs with new stairs.

Level 2 New/Ground-up Expansion:

- Check-in, Airline Support
- Public Amenity
- Admin
- Circulation
- Expansion of the Passenger hold room to accommodate 200 seats.

PROJECT NAME: Abilene Regional Airport Modernization – Phase 2 & 3(Terminal Expansion & Renovation) – Task Order #001, Amendment #1

- Expansion of Restrooms
- Relocate passenger boarding bridges to coordinate with new expansion.

Level 2 Renovations:

- Renovation of existing space to add Security Screening Checkpoint (SSCP) area to accommodate up to (3) three full size screening lanes to meet checkpoint requirements & Planning guide(CRPG).
- Fill-in East and West Holding area stair/elevator cores to become new holding area.
- Fill-in interior space after removing stair & escalator.
- Review and update existing hold room HVAC and plumbing systems as required.

2. FEES AND EXPENSES:

See attached back up for breakdown of Fees/Expenses.

2.1 Exclusions in Fee

1. **Mechanical, Plumbing, Electrical Design fee excludes effort related to the modifications of redesigning and relocating all ductwork, piping and related elements. Modification of location of mechanical room, to adjacent space is included in scope.**
2. **Finish out of baggage handling tunnel, expectation is this is a very industrial space and we will not be selecting finishes and detailing all elements. General Paint is included in scope.**
3. **Construction phase and closeout phase services.**

3. ESTIMATED SCHEDULE FOR COMMENCEMENT / DELIVERABLES / COMPLETION OF PROFESSIONAL SERVICES:

Please note that the proposed schedule is tight and is dependent on local decision making and federal level security approval for TSA layouts and operation.

Notice to Proceed

Programming Validation

- **1 month** - Kick Off Meeting/Design Workshop 1 at Airport – (1) Site Visit
 - Design Workshop 1 will be a Visioning Session with the Airport and Stakeholders to review.
 - Response on preliminary exhibits.
 - Finalize goals/objectives with Airport and Stakeholders
 - Project Setup/Field Verification – (1) Site Visit

PROJECT NAME: Abilene Regional Airport Modernization – Phase 2 & 3(Terminal Expansion & Renovation) – Task Order #001, Amendment #1

- Incorporate field verification into backgrounds.
- **2 months** - Preliminary Presentation Exhibits for Stakeholder Presentation
 - Visual concept renders
 - Walkthrough video
 - Preliminary space plan
 - Aircraft layout and standing position verification
 - Programming Validation

Schematic Design

- **1.5 months** - Finalize Programming/Develop Schematic Design
 - Develop basis of design document for proposed materials and equipment
 - Issue proposed schematic design plan for Airport review and approval. (Review period of 1 week)
 - Airport approval of schematic design concept w/ page turn of drawings – (1) Site Visit
 - Meet with City of Abilene to discuss code impact to the proposed plan.

Design Development

- **2 months** – Design Development
 - Incorporate comments from page turn w/ Airport
 - Develop Sections/Details
 - Develop Specifications
 - Page turn with Consultants and Airport - (1) Site Visit

Construction Documents

- **2 months** – 50% Construction Documents
 - Finalize Documents
 - QA/QC Review with 3rd Party
 - Page Turn with Consultants and Airport - (1) Site Visit
- **1 month** – Issue 90% Construction Documents for Permitting
 - City of Abilene Review
 - Plans will be reviewed 2nd Wednesday after submission
 - 1 Week - Attend plan review with City of Abilene - (1) Site Visit
 - Issue for FAA and TSA Review
- **1 month** – Issue 100% Construction Documents and Specifications
 - On Site Meeting for page turn - (1) Site Visit
 - Incorporate comments from Permit Review
 - Deliver in PDF and CAD backgrounds.
 - Provide (2) physical copies of the drawings and specification books delivered to the Airport.

Bid/Negotiation

- **1 month** – *Bidding/Negotiation when ABI receives funding from FAA

PROJECT NAME: Abilene Regional Airport Modernization – Phase 2 & 3(Terminal Expansion & Renovation) – Task Order #001, Amendment #1

- On Site Meeting for Pre-Bid Meeting - (1) Site Visit
- Answering and distributing bid questions
- PDF of drawings to be posted to online plan room for distribution
- **Design-Bid-Build project type anticipated but services also cover assistance with CMAR procurement.*

Construction Administration - Not included in this contract.

Approximate dates for the schedule are as follows.

Schematic Design: 10 Weeks

Start 06/2/2025 - End 8/15/2025

Design Development: 10 Weeks

Start 8/18/2025 - End 10/24/2025

Construction Documents: 16 Weeks

95% CDs: Start 10/27/2025 - End 12/18/2026

QAQC Review: Start 12/19/2025 - End 1/2/2026

100% CDs: Start 01/05/2026 - End 2/20/2026

*All dates assume brief agency review periods.

GMP Bid/Negotiation: March 2026

4. OTHER TERMS AND CONDITIONS [if applicable]:

Assumptions:

The design team will be provided an escort on site as required.

Parkhill will prepare full Construction Safety and Phasing Plan (CSPP) and Construction Management Plan (CMP) for ABI and FAA review.

- Parkhill will handle all FAA airspace requirements during design.
- Kutchins & Groh will provide most of the funding and grant assistance under a separate contract with the City of Abilene.

A/E Does not have control over local, state and federal approval processes. Overall project schedule and facility design impacts due to these processes may impact

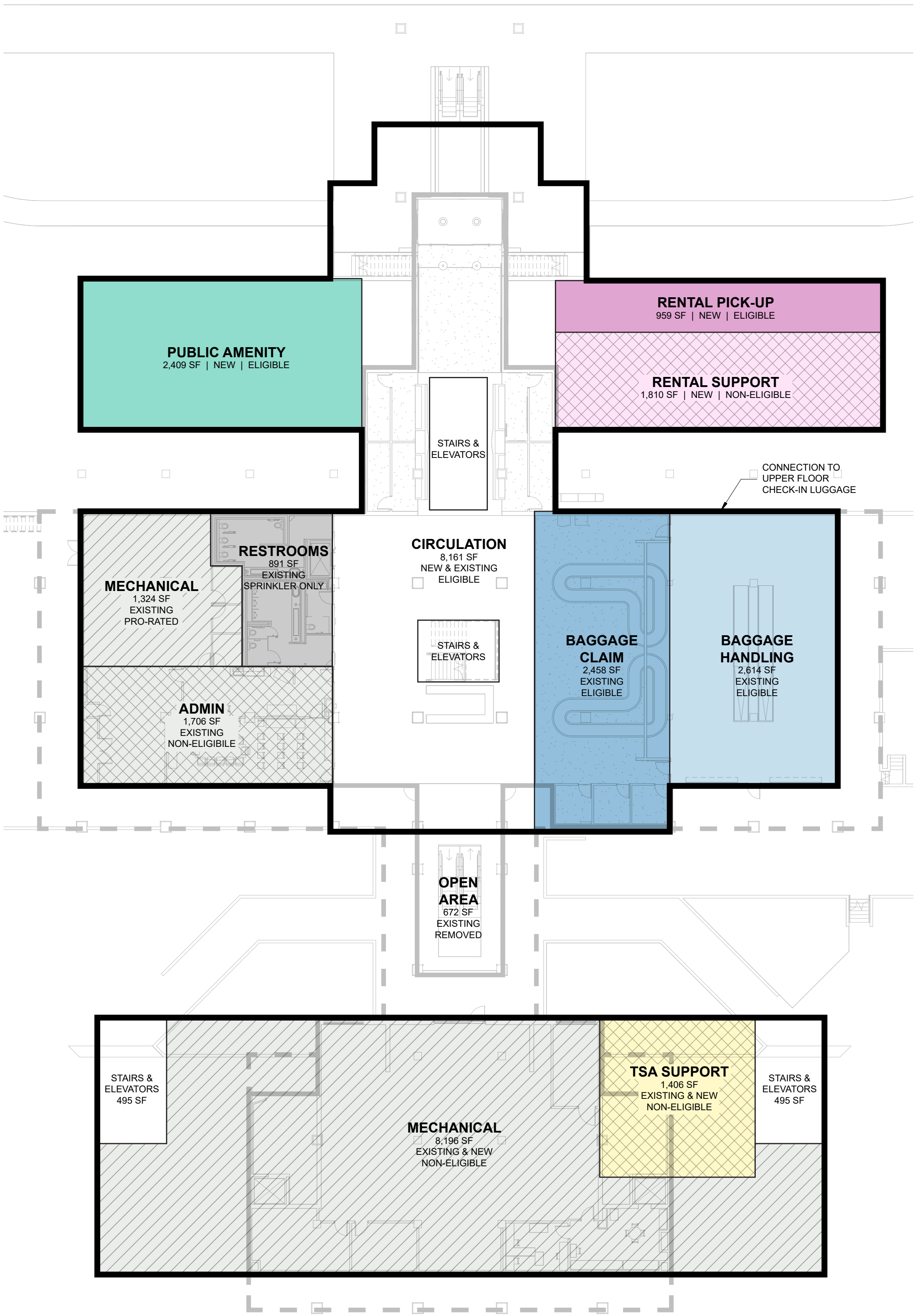
PROJECT NAME: Abilene Regional Airport Modernization – Phase 2 & 3(Terminal Expansion & Renovation) – Task Order #001, Amendment #1

professional service fees. A/E Team will notify Abilene Regional Airport of any potential impacts in writing.

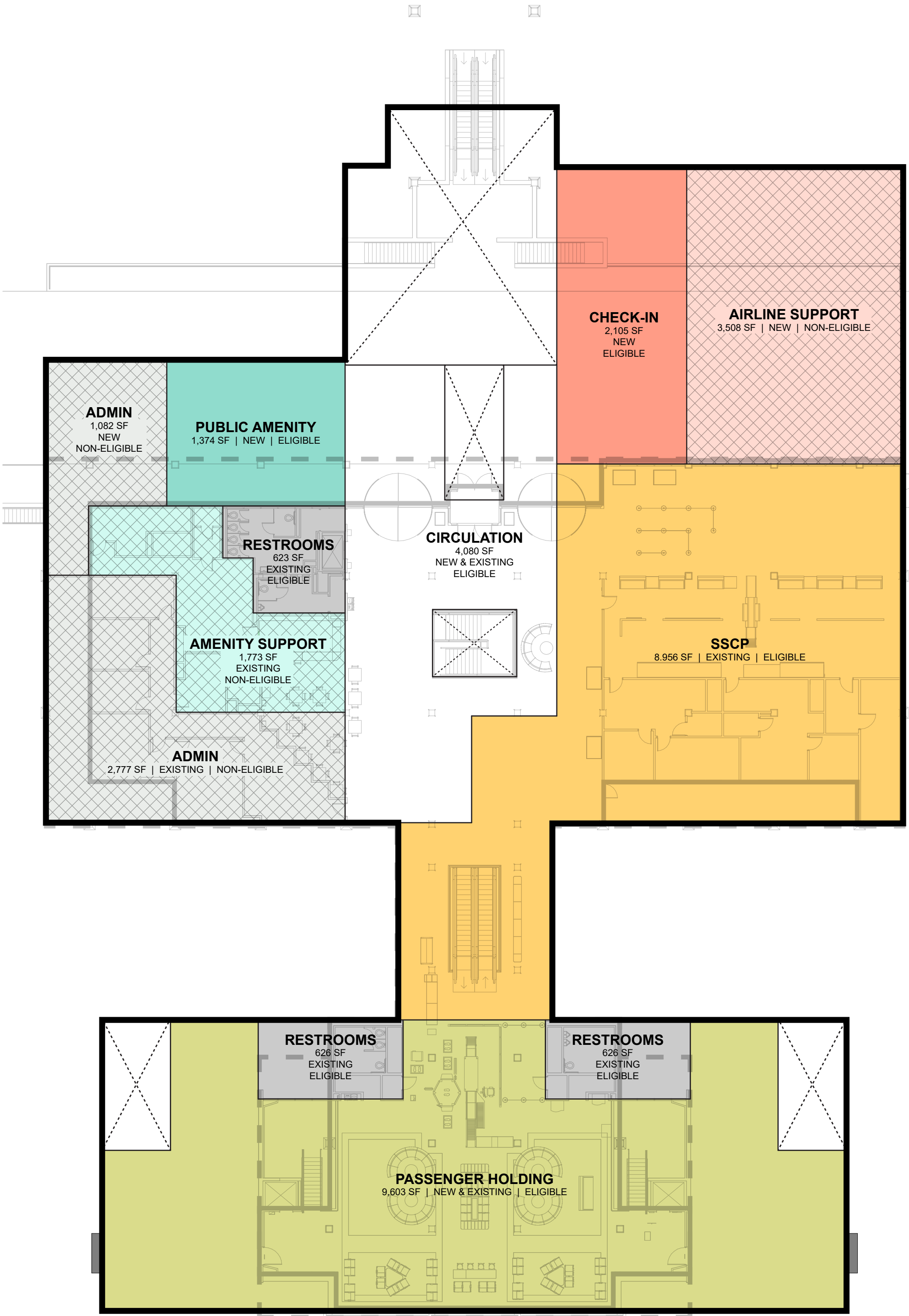
Exclusions: N/a

Service		Quantity	Original Fee, Task Order #1	Proposed Fee Amendment #1 to TO#1	Cost Delta	Firm	Markup	Original Consultant Fee	Amended Consultant Fee	Comments
DISCOVER							Markup			
	Topographical Survey & Lidar Scanning	\$	17,030.00	\$ 46,925.00	\$ 29,895.00	Centurion	0.0%	\$ 17,030.00	\$ 46,925.00	Reduced Scope, removed LiDAR Scanning, utilizing Owner provided data.
	Geotechnical Engineering	\$	16,387.50	\$ 16,387.50	\$ -	EHT	0.0%	\$ 14,250.00	\$ 14,250.00	
	Subtotal	\$	33,417.50	\$ 63,312.50	\$ 29,895.00					
DEFINE										
	Programming, Concepting, Validation	\$	168,382.08	\$ 168,382.08	\$ -	Parkhill				
	Subtotal	\$	168,382.08	\$ 168,382.08	\$ -	Hourly NTE				
DESIGN Basic Services										
	Structural Engineering	\$	251,348.23	\$ 251,348.23	\$ -	Parkhill				Excludes furniture specification and procurement Excludes Modifications to Existing HVAC System, Excludes Physical Plant creation Excludes Security, Data/IT, AV Systems, CCTV Systems
	Architecture	\$	1,006,221.58	\$ 1,803,070.00	\$ 796,848.42	Parkhill				
	Interior Design	\$	148,043.26	\$ 177,651.91	\$ 29,608.65	Parkhill				
	Mechanical & Plumbing Engineering	\$	272,565.48	\$ 316,886.64	\$ 44,321.17	Parkhill				
	Electrical Engineering	\$	164,598.53	\$ 262,727.71	\$ 98,129.19	Parkhill				
	Landscape Architecture	\$	-	\$ 43,479.60	\$ 43,479.60	Parkhill				
	Civil Engineering	\$	-	\$ 46,874.32	\$ 46,874.32	Parkhill				
	Subtotal	\$	1,842,777.07	\$ 2,902,038.42	\$ 1,059,261.35					
	Task Order #2 - Construction Administration		See Estimate Below	See Estimate Below						
Parkhill A/E Fee		\$	2,044,576.65	\$ 3,133,733.00						
CONSULTANTS Supplemental Services							Markup			
	Access Control	\$	64,130.00	\$ 150,670.00	\$ 86,540.00	TLC	0.0%	\$64,130	\$150,670	No longer an Alternate to do Exterior Wayfinding
	Baggage	\$	13,367.00	\$ 77,572.00	\$ 64,205.00	Log Plan	0.0%	\$13,367	\$77,572.00	
	Wayfinding - Interior & Exteior	\$	43,950.00	\$ 63,950.00	\$ 20,000.00	HDR	0.0%	\$43,950	\$63,950	
	3rd Party Review	\$	59,250.00	\$ 59,250.00	\$ -	HDR	0.0%	\$59,250	\$59,250	
	Civil Engineering - Airside	\$	165,930.00	\$ 180,000.00	\$ 14,070.00	Centurion	0.0%	\$165,930	\$180,000	
	Consultants	\$	346,627.00	\$ 531,442.00	\$ 184,815.00					
Total A/E Fee + Consultants		\$	2,391,203.65	\$ 3,665,175.00						
ALTERNATES Supplemental Services							Markup			
	HVAC Assessment	\$	15,000.00	\$ -	\$ (15,000.00)	Parkhill		Lumpsum	Lumpsum	Excludes Modifications to Existing HVAC System, added to basic services for amended fee.
	FF&E Package	\$	-	\$ 100,000.00	\$ 100,000.00	Parkhill		Lumpsum	Lumpsum	Remove from Scope for TO#1, added for Amended Fee
	Furniture Assistance	\$	-	\$ -	\$ -	Parkhill		Lumpsum	Lumpsum	Remove from Scope
	Rendering	\$	40,000.00	\$ 60,000.00	\$ 20,000.00	Parkhill		Hourly NTE	Hourly NTE	Reduced cost, limit of 6 high quality renders.
	Access Control Alternate		\$45,850	\$ 45,850.00	\$ -	TLC	0.0%	\$45,850	\$45,850	Removed from Initial Scope, added to basic services for amendment to contract Reduced scope of work.
	Wayfinding - Exterior	\$	-	\$ 26,750.00	\$ 26,750.00	HDR	0.0%	\$26,750	\$26,750	
	ORAT	\$	50,000.00	\$ 87,525.00	\$ 37,525.00	Plane English	0.0%	\$50,000	\$87,525	
	Alternates	\$	150,850.00	\$ 320,125.00	\$ 169,275.00					
A/E Fee w/ Alternates		\$	2,542,053.65	\$ 3,985,300.00						
Reimbursables							Markup			
	Parkhill Travel (12 trips)	\$	3,000.00	\$ 3,000.00	\$ -					
	ORAT Travel (2 trips)	\$	6,000.00	\$ 6,000	\$ -	Plane English	0.0%	\$6,000	\$6,000	
	Basic REIMs	\$	1,518.00	\$ 4,356.00	\$ 2,838.00	TLC	0.0%	\$1,518	\$4,356	
	Alternate REIMs	\$	1,128.00	\$ -	\$ (1,128.00)	TLC	0.0%	\$1,128	\$0	
	LogPlan REIMs	\$	-	\$ 1,275	\$ 1,275.00	LogPlan	0.0%	\$0	\$945	
	Reimbursables	\$	11,646.00	\$ 14,631.00	\$ 2,985.00					
	Note: Reimbursables are estimated costs based on a number of trips identified per company.									
Fee w/ Alternates & Reimbursables		\$	2,553,699.65	\$ 3,999,931.00	\$ 1,446,231.35			8.70%		
			Approved Task Order #1	\$ 2,553,699.65						
			Proposed Additional Fee - Amendment #1 to TO#1	\$ 1,446,231.35						
			Total Fee with Alternates and Reimbursables	\$ 3,999,931.00						
Estimated Contract Administration (Hourly)				\$ 996,325.00						
Estimated Total Fee				\$ 4,996,256.00						





1ST FLOOR



2ND FLOOR

	TOTAL	EXISTING TO BE SPRINKLERED	EXISTING TO BE RENOVATED	NEW EXISTING STRUCTURE	NEW GROUND-UP EXPANSION
CHECK-IN	2,105 SF				2,105 SF
AIRLINE SUPPORT	3,508 SF				3,508 SF
SSCP	8,956 SF		8,283 SF	673 SF	
TSA SUPPORT	1,406 SF		319 SF	165 SF	922 SF
PASSENGER HOLDING	9,603 SF		4,241 SF	1,384 SF	3,978 SF
PUBLIC AMENITY	3,587 SF			650 SF	2,937 SF
AMENITY SUPPORT	1,725 SF		1,725 SF		
BAGGAGE CLAIM	2,458 SF		2,381 SF	77 SF	
BAGGAGE HANDLING	2,614 SF		2,614 SF		
RENTAL PICK-UP	959 SF				959 SF
RENTAL SUPPORT	1,801 SF				1,801 SF
RESTROOMS	2,766 SF	891 SF	1,265 SF	330 SF	280 SF
ADMIN	5,565 SF		3,677 SF	1,028 SF	860 SF
MECHANICAL	9,520 SF	5,414 SF	1,128 SF	165 SF	2,813 SF
CIRCULATION	13,231 SF		9,268 SF	697 SF	3,266 SF
TOTAL	69,804 SF	6,305 SF	34,901 SF	5,169 SF	23,429 SF
ELIGIBLE	46,698 SF	891 SF	28,052 SF	3,448 SF	14,307 SF
PRO-RATED	9,520 SF	5,414 SF	1,128 SF	165 SF	2,813 SF
NON-ELIGIBLE	13,586 SF		5,721 SF	1,556 SF	6,309 SF

- EXISTING FOOTPRINT
- EXISTING OVERHANG
- EXISTING FLOOR PLAN
- NEW FOOTPRINT
- NEW BLOCKING DIAGRAM
- OPEN TO BELOW & VERTICAL CIRCULATION



City Council Meeting

5/22/2025





Terminal Expansion and Improvements Design

Task Order 1, Amendment 1

- The city entered into Task Order 1 with Parkhill (Resolution 166-2023) in the amount of \$2,553,699.65 to begin the concept and design process for the Airport Terminal Expansion and Improvements Project.
- Through the process, the project became better defined with specific areas for expansion and improvements were identified and how these will be accomplished. Now that these areas are better defined, Parkhill has expanded the scope of work to include design of areas and Terminal systems that were not fully determined when Task Order 1 was originally issued.



- At the time of the original execution of Task Order 1, the direction of expansion of the Boarding Area and TSA Screening Checkpoint were not fully explored.
- The cost of Amendment 1 is \$1,446,231.35.
- Amendment 1 has been programmed by FAA to be included in the FY25 Airport Infrastructure Grant (AIG) at 95% (\$1,373,919.00). The City will cover the remaining 5% (\$72,312.35).







**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Mindy Patterson, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2535 Great Lakes Dr. & Kinsolving Dr. Reconstruction Project to Bontke Brothers Construction Co., Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the reconstruction of Great Lakes Dr. and Kinsolving Dr. This will include removal of all material down to the subgrade, preparation of the existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" on center each way with #5 reinforcing steel.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 160 working days (approx. 8 months, weather permitting), and has an owners' allowance of \$200,000.00.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Development Corporation of Abilene.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. of Abilene, Texas, with a base bid of \$1,708,071.40.

The best value criteria utilized by staff in the evaluation of the bids are as follows:

1. Price;

2. Offeror's experience and reputation;
3. Quality of the offeror's goods or services;
4. Impact on the ability of the City of Abilene to comply with rules relating to historically underutilized businesses;
5. Offeror's safety record;
6. Offeror's proposed personnel;
7. Offeror's financial capability compared to size and scope of the project;
8. Offeror's past working relationship with the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Great Lakes Dr. & Kinsolving Dr. Reconstruction Project Resolution - 5-14-2025
2. Great Lakes Dr. & Kinsolving Dr. Reconstruction Contract (Bontke)
3. CB2535TAB
4. Great Lakes Best Value Evaluation (Average)
5. Great Lakes Dr. & Kinsolving Dr. Reconstruction Scope of Work
6. Great Lakes Dr. Reconstruction Map
7. Great Lakes Dr. Reconstruction Presentation - 5-14-2025

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the reconstruction of Great Lakes Dr. & Kinsolving Dr.; and

WHEREAS, the project involves the removal of existing pavement and base material, placement of Type B HMAc, and placement of Class P Concrete surface: and

WHEREAS, the City of Abilene has utilized the best value competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on April 8, 2025:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$1,708,071.40
Epic Construction Co., Abilene, Texas	\$1,614,508.60
J.H. Strain & Sons, Inc., Tye, Texas	\$2,487,136.00

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$1,708,071.40 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

**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 \$1,708,071.40.

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

ADOPTED this 22nd day of May, 2025.

ATTEST:

Shawna Atkins, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22nd day of May, 2025 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.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

GREAT LAKES DR. AND KINSOLVING DR. RECONSTRUCTION PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,708,071.40.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) 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 in 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. Statutory Verifications. Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) 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.

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

B. Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time 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 company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time 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 company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

D. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company 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.

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.

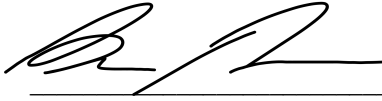
13. Contract Copies. Each of the two executed copies is an original.

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company, inc.



Signature

Brent Partain

Name - Typed or Printed

Project Executive

Title - Typed or Printed

Business Address:

102 college drive

abilene, TX 79601

806-300-5577

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

ATTEST:

City Secretary

Seal:

PAGE
1 OF 1

J.H. STRAIN & SONS, INC.
TYE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	GREAT LAKES DR. & KINSOLVING DR. RECONSTRUCTION PROJECT				1,614,508.60		1,708,071.40		2,487,136.00						
BASE BID					1,614,508.60		1,708,071.40		2,487,136.00						
DISCOUNT															
TOTAL BID					1,614,508.60		1,708,071.40		2,487,136.00						

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SCOPE OF PROJECT

This construction contract involves the reconstruction of Great Lakes Dr. and Kinsolving Dr. This will include removal of all material down to the subgrade, preparation of the existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" O.C.E.W. with #5 reinforcing steel.

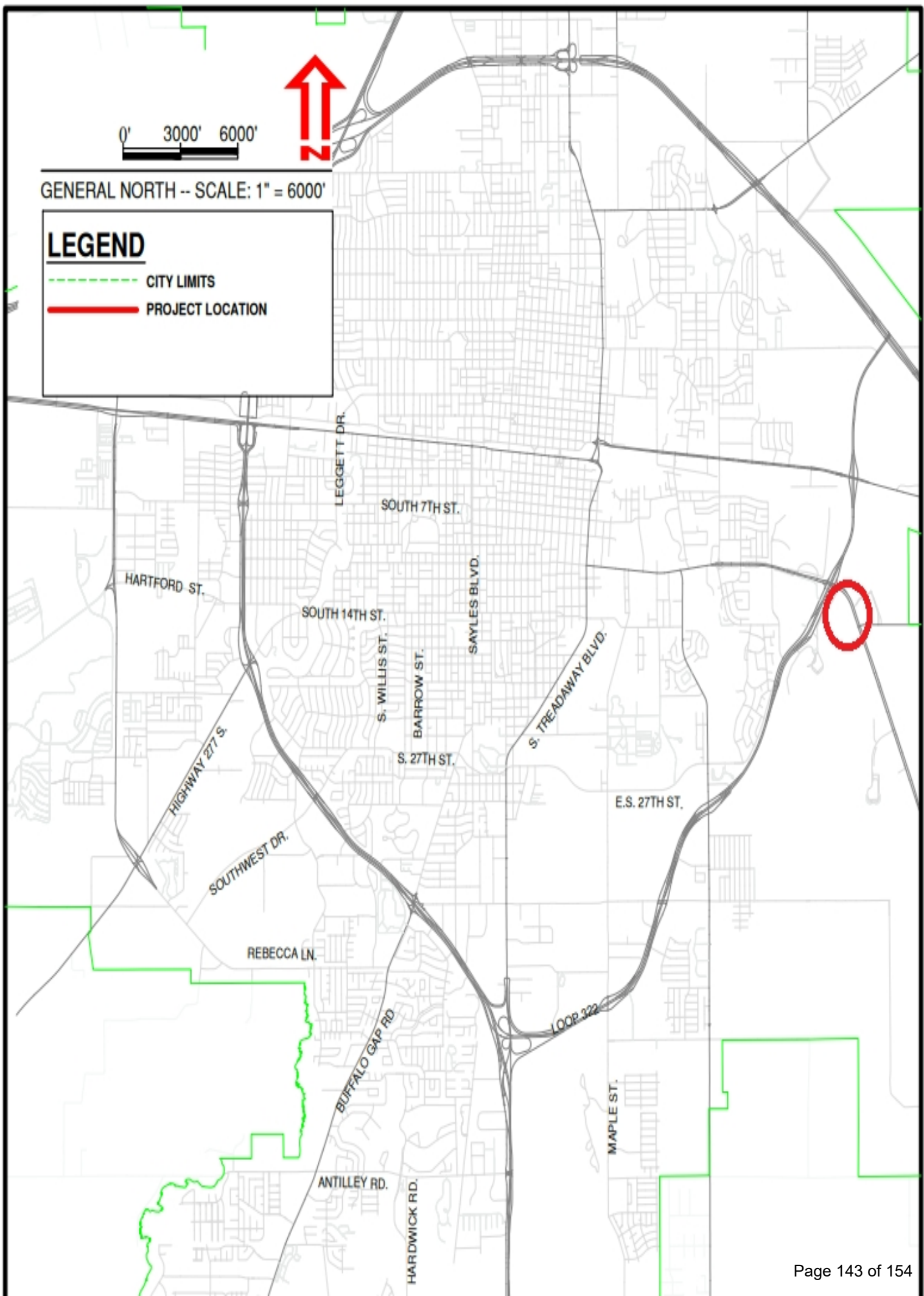
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Bid Award of CB-2535 Great Lakes Dr. & Kinsolving Dr. Reconstruction Project

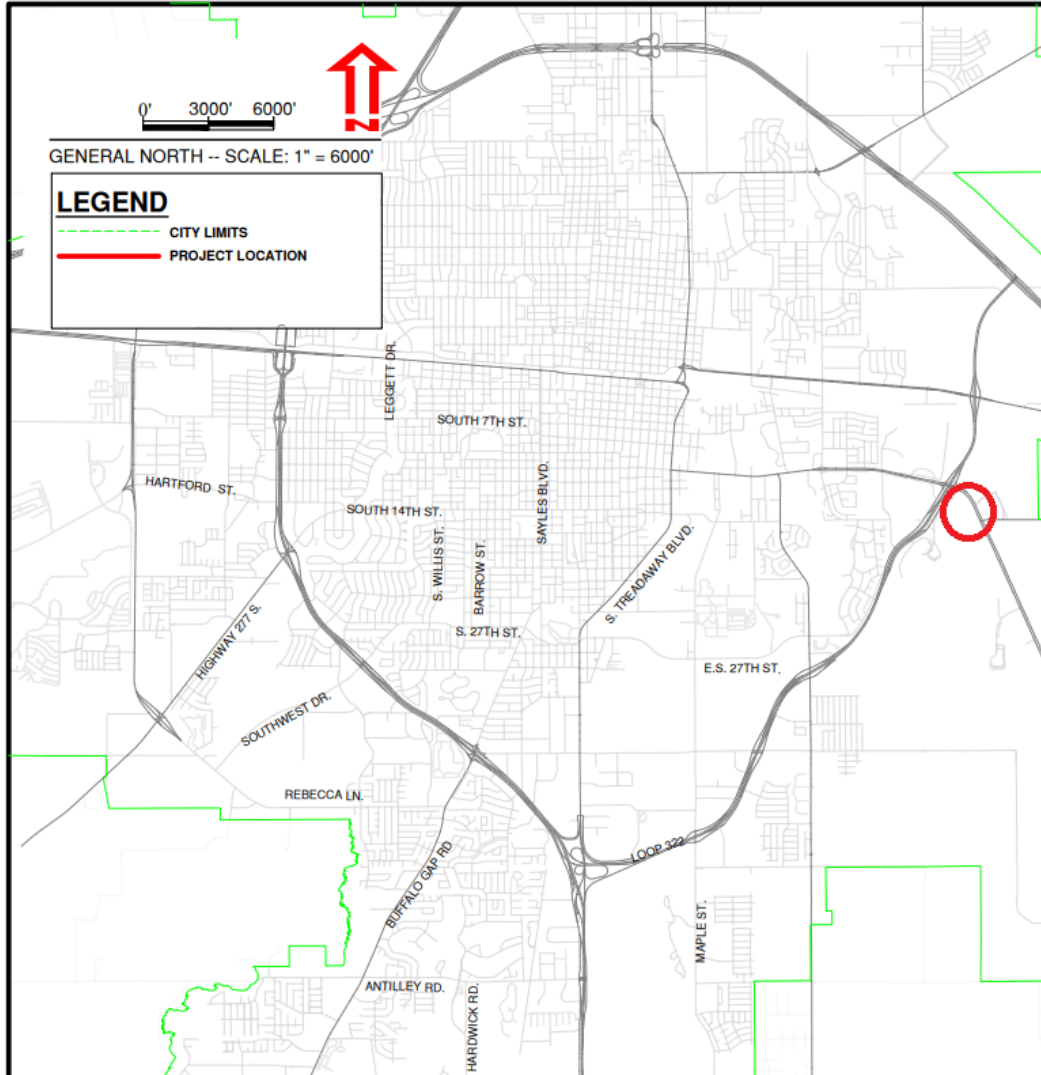
(Max Johnson)





Bid Award of CB-2535

Great Lakes Dr. & Kinsolving Dr. Reconstruction Project



Streets

Great Lakes Dr.
Kinsolving Dr.

Limits

Hwy 36 to Kinsolving Dr.
Great Lakes Dr. to FM 18





Bid Award of CB-2535

Great Lakes Dr. & Kinsolving Dr. Reconstruction Project

- Project includes:
 - Reconstruction of Great Lakes Drive & Kinsolving Drive to include removal of all material down to subgrade, preparation of existing subgrade, placement of 6" of Type B HMA, and 8" of Class P Concrete reinforced at 18" on center each way with #5 reinforcing steel.
- Project advertised March 23rd and 30th; bids opened April 8, 2025; three (3) bids received.
- Project allowance: \$200,000.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$1,708,071.40.
- The best value determination was made by Staff after reviewing the following criteria for selection of a best value bid.
 1. Price;
 2. Offeror's experience and reputation;
 3. Quality of the offeror's goods or services;
 4. Impact on the ability of the City of Abilene to comply with rules relating to historically underutilized businesses;
 5. Offeror's safety record;
 6. Offeror's proposed personnel;
 7. Offeror's financial capability compared to size and scope of project;
 8. Offeror's past working relationship with the City of Abilene.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 11. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024

12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. 1002 S 32nd Street

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. Project Surf

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 5/22/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 12.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (*Shawna Atkinson*)

- **Parks & Recreation Board**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 22nd day of May, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____ EXHIBIT "A"	
Board	Term End Date
<i>Parks & Recreation Board</i>	
Jack Hurd [Reappointment]	May 2028
Rosten Callerman [New]	May 2028



Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Parks & Recreation Board
 - Jack Hurd[Reappointment]
 - Rosten Callerman [New]

