



## City of Abilene City Council Agenda

Shane Price, Council Member  
Bruce Kreidler, Council Member  
Kyle McAlister, Council  
Member  
Robert Hanna, City Manager

Norm Archibald,  
Mayor

Anthony Williams, Mayor Pro-tem  
Jay Hardaway, Council Member  
Steve Savage, Council Member  
Stanley Smith, City Attorney  
Danette Dunlap, City Secretary

**Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, October 13, 2016 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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.**

### **1. CALL TO ORDER**

### **2. INVOCATION**

1. Councilman Hardaway

### **3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG**

### **4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

1. Proclamation - National Physical Therapy Month
2. Proclamation - White Cane Day 2016
3. Proclamation - Fire Prevention Week
4. **Employee Service Award**  
Phillip Engel Theatre Technical Coord. II 20 Years

### **5. MINUTES**

1. Approval of the Minutes from the Regular Meeting on September 22nd and the Workshop Meeting on September 27th 2016.

### **6. CONSENT AGENDA**

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

1. **Ordinance:** (*First Reading*) Amending Ordinance 50-2016 Adopting Fees and Charges for the Fiscal Year October 1, 2016, through September 30, 2017, for

the City of Abilene; adding Abilene Taylor Co Public Health District Vaccine Fees and Charges and the CityLink fares and charges; and setting a public hearing for October 27th 2016. (Andrews)

2. **Ordinance:** *(First Reading)* amending, Chapter 6 of the Code of the City of Abilene by adopting a revision of Chapter 6: Animals and Fowl; providing a severability clause; declaring a penalty; and calling for a Public Hearing on October 27, 2016. (Walden)
3. **Ordinance:** *(First Reading)* To regulate parking on E. N. 19th St. between Ave. D and Campus Court; and setting a public hearing for October 27th, 2016. (Rice)
4. **Oral Resolution:** Extended Term Street Use License with Sojourner Drilling, Inc. to place oil and water lines in the Rights-of-way of Vogel Street, Westview Drive, an alley north of Vogel Street between Westview Drive and Bridge Avenue, and Bridge Avenue. (Rice)
5. **Resolution:** Police Body Worn Camera Purchase (Perry)
6. **Resolution:** Authorization to spend more than \$50,000 in the course of the fiscal year for Police uniforms and related equipment. (Standridge)
7. **Resolution:** Authorizing the purchase of ammunition exceeding \$50,000 for the Police Department. (Standridge)
8. **Resolution:** Approving the Agreement to Administer the 9-1-1 Program (Kidd/Patterson)

## **7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

1. **Resolution:** Adopting the Grover Nelson Park Master Plan. (Andrews)
2. **Resolution:** Authorizing the City Manager to Execute the Master Contract for the Airport Master Plan - Garver Task Order 9. (Green)
3. **Resolution:** Authorizing the City Manager to Execute Task Order 8 with Garver for Professional Engineering Design Services Associated with Taxiway Seal Coat Design for the Abilene Regional Airport. (Green)
4. **Resolution:** Authorizing the City Manager to enter into a Contract with Development Corporation Of Abilene, Inc. (DCOA) for FY17 Airport Marketing and Development (Green)
5. **Resolution:** Award of Bid through BuyBoard, Solid Waste Roll Off Truck. (Taylor)
6. **Ordinance:** *(Final Reading)* **Z-2016-39** A request from the City of Abilene to rezone property from an AO (Agricultural Open Space) zone to a PD (Planned Development) district located at the southeast corner of Ben Richey Dr. and Boys Ranch Rd. (Schoening)
7. **Ordinance:** *(Final Reading)* **TC-2016-02** A request from Hendrick Medical Center to abandon all of the portions of Wilson Street between Cedar and Hickory Streets, and the alley between Cedar and Hickory Street, both between N. 16th and N. 17th Streets. (Schoening)

## **8. EXECUTIVE SESSION**

**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, as authorized by Texas Government Code Sections**

**1. 551.071 (Consultation with Attorney)**

A) TML-IRP

The following pending litigation subjects which may be discussed are:

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42<sup>nd</sup> District Court, filed August 7, 2014
4. Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015
5. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160, filed March 16, 2106.
6. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
7. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
8. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016
9. Gary Corpian and Marilu Lee Corpian v. City of Abilene, Texas, Cause No. 49451-A, In the 42nd Judicial District Court, Taylor County, Texas, filed June 24, 2016
10. Mike Rodriguez, Lauren Rodriguez, Laura Gentry Edwards, Mike Gentry, and Lucy Gentry v. City of Abilene, Case No. 1-16CV-080-BL; In the United States District Court, Northern District of Texas, Abilene Division, filed May 17, 2016, served September 2, 2016
11. Daniel Ruchinski v. City of Abilene, Texas, et al., Case No. 1:16-cv-00165-BL, U.S. District Court, Northern District of Texas, Abilene Division, filed September 12, 2016.

**2. 551.072 (Deliberations about Real Property)**

A) Regional Water Supply

B) 182 Maxwell Drive and 217 Amarillo

**3. 551.073 (Deliberations about Gifts and Donations)**

**4. 551.074 (Personnel Matters)**

City Council may consider appointment, employment, 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.

**The following Boards and Commissions may be discussed:**

Abilene Economic Development Company, Inc.

Abilene Health Facilities Development Corp.  
Abilene Higher Education Facilities Corporation  
Abilene-Taylor County Events Venue District  
Board of Adjustments  
Board of Building Standards  
Civic Abilene, Inc.  
Civil Service Commission  
Development Corporation of Abilene, Inc.  
Firemen's Pension Fund Board  
Friends of Safety City Board  
Frontier Texas! Board of Directors  
Abilene Housing Authority  
Landmarks Commission  
Library Board  
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals  
Mental Health-Mental Retardation Board of Trustees  
9-1-1 Emergency Communications District Board of Managers  
Parks & Recreation Board  
Planning and Zoning Commission  
Taylor County Appraisal District  
West Central Texas Municipal Water District  
Tax Increment Reinvestment Zone Board

**5. 551.087 (Business Prospect/Economic Development)**

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**6. 551.076 (Deliberations about Security Devices)**

**9. RECONVENE**

**10. REGULAR AGENDA**

1. **Resolution:** Authorizing the City Manager to enter into an Administrative and Support Agreement with the Development Corporation of Abilene, Inc. ***(Smith)***

**11. 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 contact Danette Dunlap, City Secretary, at 325-676-6202.*

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the \_\_\_\_\_ day of October, 2016, at \_\_\_\_\_.

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*Danette Dunlap, City Secretary*





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Lesli Andrews, Director of Community Services**

**SUBJECT: Ordinance: (First Reading) Amending Ordinance 50-2016 Adopting Fees and Charges for the Fiscal Year October 1, 2016, through September 30, 2017, for the City of Abilene; adding Abilene Taylor Co Public Health District Vaccine Fees and Charges and the CityLink fares and charges; and setting a public hearing for October 27th 2016. (Andrews)**

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**GENERAL INFORMATION**

The Abilene-Taylor County Public Health District's (ATCPHD) immunization clinic provides private pay, adult safety net, and Texas Vaccine for Children vaccination programs. Vaccine preventable diseases are conditions which are preventable through vaccines available to protect against these diseases. ATCPHD provides all the preventable disease vaccines such as varicella, diphtheria, measles, mumps, tetanus, and pertussis. Vaccines are counted among one of the greatest public health achievements of the twentieth century. Countless lives have been saved and many diseases have been prevented because of vaccines.

**SPECIAL CONSIDERATIONS**

Even though most infants and toddlers have received all recommended vaccines by age 2, many under-immunized children remain, leaving the potential for outbreaks of disease. Many adolescents and adults are under-immunized as well, missing opportunities to protect themselves against diseases such as Hepatitis B, influenza, and pneumococcal disease. The costs of vaccines continue to increase on a yearly or sometimes on a quarterly basis depending on the demand and type of vaccine required. The increase in the fee schedule is critical to the operation of the immunization clinic.

**FUNDING/FISCAL IMPACT**

The annual cost of vaccines for fiscal year 2016 was \$243,388 versus \$201,162 in fiscal year 2015. This is a \$42,226 increase in the cost of vaccines. The average recommended increase in prices on all vaccines provided by the ATCPHD will assist in covering the cost of the vaccine, the excise tax, and any small rise in vaccine cost as well as the administrative costs to administer the immunization program. The estimated increase in revenue for vaccines provided will be \$45,000 for general health services.

**STAFF RECOMMENDATION**

The Abilene-Taylor County Health District recommends approval from City Council authorizing the vaccine fee increase for 2017.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Ordinance	Ordinance
<input type="checkbox"/>	Exhibit A	Exhibit
<input type="checkbox"/>	Exhibit B	Exhibit
<input type="checkbox"/>	Presentation	Presentation

## **ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE 50-2016 ADOPTING FEES AND CHARGES, BY AMENDING THE FEES FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT VACCINE FEES AND CHARGES; AND ADDING THE CITYLINK FARES AND CHARGES, FOR THE CITY OF ABILENE, TEXAS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND CALLING A PUBLIC HEARING.**

**WHEREAS**, City Council adopted Ordinance 50-2016 (“Fee Ordinance”) on September 8<sup>th</sup>, 2016 setting fees and charges commencing on October 1, 2016; and

**WHEREAS**, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and

**WHEREAS**, the Fee Ordinance included the Vaccine Fees and Charges for the Abilene-Taylor County Public Health District, City of Abilene, Texas; and

**WHEREAS**, the vaccines are purchased in advance by the Abilene-Taylor County Public Health District and provided to the residents for a fee; and

**WHEREAS**, the expense of the vaccines has increased and an amendment to the vaccine Fees and Charges for the current fiscal year is needed to offset the costs to the Abilene-Taylor County Public Health Department; and

**WHEREAS**, the increased expense to the Abilene-Taylor County Public Health District for the vaccines occurred during the time the City was adopting the Fee Ordinance; and

**WHEREAS**, the new fee schedule has a flat increase of \$4.00 for Texas Vaccine for Children (TVFC) administrative costs, and the private dose vaccine is the cost of the vaccine plus excise tax and then a 10% increase to offset any rise in vaccine cost and administrative cost; and

**WHEREAS**, this Fee Ordinance amendment will update the Vaccine Fees and Charges for the Abilene Taylor County Public Health District for the current fiscal year; and

**WHEREAS**, City Council adopted Resolution 123-2016 on September 22<sup>nd</sup> 2016 setting fees and charges for CityLink operations; and

**WHEREAS**, this Ordinance amendment will codify the new fares for CityLink to be included in the Fee Ordinance for transparency to the public.

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

**Part 1:** That the Schedule of Fees and Charges for Vaccines for the Abilene-Taylor County Public Health District for the City of Abilene, Texas, be amended as set forth in Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

**Part 2:** That the Schedule of Fees and Charges will also be amended to include the new fares for CityLink Transit as set forth in Exhibit “B” attached hereto and made a part of this Ordinance for all purposes.

**Part 3:** That all ordinances, parts of ordinances, resolutions and parts of resolutions in conflict herewith are repealed.

**Part 4:** That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

**PASSED ON FIRST READING on the 13<sup>th</sup> day of October, 2016.**

A notice of time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 24<sup>th</sup> day of October, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 27<sup>th</sup> day of October, 2016, to permit the public to be heard.

**PASSED ON THE SECOND AND FINAL READING this 27<sup>th</sup> day of October, 2016.**

ATTEST:

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

\_\_\_\_\_  
Norm Archibald, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**EXHIBIT A**

<b><u>Fee/Permit</u></b>	<b><u>Item/Cost</u></b>	<b><u>Current</u></b>
<b><u>HEALTH SERVICES</u></b>		
Vaccinations (Shots)		Cost of the vaccine plus excise tax plus 10%
	Private Pay	
	Vaccine for Children	\$14.00
	Adult Safety Net	\$20.00

**EXHIBIT B**

<b><u>Fee/Permit</u></b>	<b><u>Item/Cost</u></b>	<b><u>Current</u></b>
<b><u>BUS SERVICE (CITYLINK)</u></b>	Correct change required, drivers do not carry change.	
	Passes	
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the farebox.	
	Fixed Route Service	
	Adult fare	
	One way adult fare	\$1.50
	Day pass	\$3.00
	7-day adult pass	\$15.00
	31-day adult pass	\$45.00
	Youth fare (requires valid school ID)	
	One way youth fare	\$1.00
	7-day youth pass	\$10.00
	31-day youth pass	\$25.00
	Elderly/disabled fare (requires valid Medicare or Identification card)	
	One way elderly/disabled fare	\$0.65
	7-day elderly/disabled pass	\$8.00
	31-day elderly/disabled pass	\$20.00
	Pre-schoolers (0-4)	No charge
	Transfer (with paid fare)	No charge
	ADA Paratransit Service	
	Regular service area fare	\$2.00
	Extended service area fare	\$3.00
	10-ride ticket book (regular service area)	\$20.00
	10-ride ticket book (extended service area)	\$30.00
	20-ride ticket book ADA	\$60.00
	Evening Service	
	Work and school related trips	\$2.50
	General trips	\$6.00
	10-ride ticket book (CDBG/work related trips)	\$25.00
	10-ride ticket book (general trips)	\$60.00
	Identification Cards	
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card.	

# **Abilene-Taylor County Public Health District Vaccine Fee Schedule for 2017**

October 13, 2016



# Fee Schedule Increase for 2017

- Abilene-Taylor County Public Health District (ATCPHD) immunization clinic provides vaccines for private pay, adult safety net, and Texas Vaccine for Children.
- Vaccine cost increased \$42,226 from 2015 to 2016.
- Vaccine prices continue to increase on a yearly or sometimes quarterly bases depending on demand.





# Fee Schedule Increase for 2017

- Texas Vaccine for Children (TVFC) has increased maximum administrative cost to \$14.00.
- Increasing the 2017 Vaccine fee schedule to cover the cost of the vaccine plus 10% gives the Health Department the ability to cover expenses plus a small amount for volatility.
- Proposed fee schedule would provide an estimated increase of revenue of \$45,000





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mirenda Walden, Animal Services Director**

**SUBJECT: Ordinance: (First Reading) amending, Chapter 6 of the Code of the City of Abilene by adopting a revision of Chapter 6: Animals and Fowl; providing a severability clause; declaring a penalty; and calling for a Public Hearing on October 27, 2016. (Walden)**

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**GENERAL INFORMATION**

This item is to address issues in the ordinance related to seizure and impoundment, amend the time allowed for a dangerous dog investigation, add language clarifying when the City takes ownership of a stray animal and modernize language that references saleability or selling animals.

To be consistent with state law, some wording has been changed to remove the obligation for an Animal Services Officer to seize an animal if it only causes bodily injury and not serious bodily injury. Texas Health and Safety Code Chapter 822.001 defines serious bodily injury as an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actual sought medical treatment. Bodily injury is not defined in that chapter, but in practice, we treat “bodily injury” as any form of injury that doesn’t meet the above definition of “serious.” For example, bruises, scratches, etc., no hospitalization required.

In addition, the current ordinance states that a dangerous dog determination must be made before the 6th working day after the seizure and impoundment of the dog. The recommended change would amend this timeframe to 10 days after the seizure and impoundment to mirror requirements for rabies quarantine. In most dangerous dog investigations, there is a bite to a human which necessitates a 10 day rabies quarantine. This change allows the officers additional time to conduct a more thorough investigation while not causing any additional burden to the owner of the alleged dangerous dog.

The next recommendation is to include in the impoundment provisions, language that states that the City takes ownership of an animal after a certain “redemption” period, for the City of Abilene this would be three days. This would protect the City based upon precedent established by the recent Texas Supreme Court case ruling in *Lira v. Greater Houston German Shepherd Dog Rescue, Inc.*

The final amendment is to remove language that references sell or saleability. These terms have been replaced with disposition and condition for adoption. Animal Services makes animals available for adoption with appropriate fees but does not sell pets.

**SPECIAL CONSIDERATIONS**

## **FUNDING/FISCAL IMPACT**

## **STAFF RECOMMENDATION**

Approval of first reading of an ordinance amending, Chapter 6 of the Code of the City of Abilene by adopting a revision of Chapter 6: Animals and Fowl; providing a severability clause; declaring a penalty; and calling for a Public Hearing on October 27, 2016.

## **BOARD OR COMMISSION RECOMMENDATION**

At their Thursday, September 29, 2016 meeting, the Animal Services Advisory Board unanimously approved recommending that the City Council approve the proposed amendments.

## **ATTACHMENTS:**

Description	Type
❑ Ordinance	Ordinance
❑ Exhibit	Exhibit
❑ Powerpoint Chapter 6 Amendments	Presentation

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 6, ANIMALS AND FOWLS, ARTICLE II. PETS, DIVISION 3. DANGEROUS DOGS, SECTION 6-60, "AUTHORIZATION," AND SECTION 6-62, "SEIZURE;" ARTICLE III. IMPOUNDMENT, DIVISION 1. GENERALLY, SECTION 6-69, "AUTHORIZED," SECTION 6-71, "CONFINEMENT BY PRIVATE CITIZEN," SECTION 6-73, "DISPOSITION AT SUPERINTENDENT'S DISCRETION," SECTION 6-74, "REDEMPTION BEFORE SALE," SECTION 6-75, "SALE OF IMPOUNDED ANIMALS," SECTION 6-76, "REDEMPTION AFTER SALE," AND SECTION 6-77, "RECORDS OF IMPOUNDMENT," DIVISION 2. PETS, SECTION 6-89, "AUTHORIZED," SECTION 6-90, "VACCINATED DOGS," SECTION 6-91, "UNVACCINATED DOGS AND CATS," SECTION 6-93, "REDEMPTION GENERALLY," SECTION 6-98, "DESTRUCTION OF UNREDEEMED ANIMALS," AND SECTION 6-99, "DESTRUCTION OF DONATED, SICK, INJURED ANIMALS," ARTICLE IV. RABIES CONTROL, DIVISION 2. QUARANTINE OF SPECIFIC ANIMAL, SECTION 6-138, "SAME-EMERGENCY SITUATION," OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.**

**WHEREAS**, there is a need to control stray, sick and injured animals, and to protect the health, safety, and welfare of the citizens of the City of Abilene; and

**WHEREAS**, many State laws have changed regarding the impoundment of animals and the seizure of dangerous dogs; and

**WHEREAS**, amendments to the City of Abilene animal ordinance are necessary to allow enforcement in compliance with State laws and best practices.

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

**PART 1:** That Chapter 6, Article II, Sections 6-60 and 6-62, Article III, Sections 6-69, 6-71, 6-73, 6-74, 6-75, 6-76, 6-77, 6-89, 6-90, 6-91, 6-93, and 6-99, Article IV, Section 6-138, of the Code of Ordinances, City of Abilene, Texas, are hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

**PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

**PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FIRST READING this 13<sup>th</sup> day of October, 2016.**

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on \_\_\_\_\_ day of \_\_\_\_\_, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 27<sup>th</sup> day of October, 2016, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON SECOND AND FINAL READING this 27<sup>th</sup> day of October, 2016.**

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

# EXHIBIT “A”

## ARTICLE II. PETS

### DIVISION 3. DANGEROUS DOGS

#### Sec. 6-60. Authorization.

The general laws of the state, except as specifically provided through proper ordinances and regulations of the city, shall control the handling of dangerous dogs. There is adopted as part of this chapter all of the provisions of Title 10, Chapter 822, Subchapter D, as amended, of the Texas Health and Safety Code insofar as applicable.

#### Sec. 6-62. Seizure.

(a) If a person reports an incident described by §822.041(2) of the Texas Health and Safety Code as codified and amended by section 6-61 of the Abilene City Code, the animal control department ~~shall~~may seize and impound the dog pending investigation of the incident.

(b) The animal control department shall release the dog to the owner if the animal control department has not made a determination that the dog is a dangerous dog ~~before the 6th~~on or before the tenth (10<sup>th</sup>) working day after the seizure and impoundment of the dog, and if all fees have been paid as required under subsection (d). Release of the dog does not prohibit the animal control department from receiving more information and subsequently declaring the dog a dangerous animal.

## ARTICLE III. IMPOUNDMENT<sup>\*</sup>

### DIVISION 1. GENERALLY

#### Sec. 6-69. Authorized.

Any peace officer or any agent of the animal control department ~~shall~~may take up and impound any animal found in violation of this chapter.

#### Sec. 6-71. Confinement by private citizen.

If any animal including any domestic pet is found upon the premises of any person, the owner or occupant of the premises shall have the right to confine such animal temporarily until he can notify the animal control department. When notified, it shall be the duty of the department to impound such animal as provided in this chapter.

#### Sec. 6-73. Disposition at superintendent's discretion.

If any animal impounded is found to be affected ~~with rabies~~with a contagious disease, or if the animal is seriously injured, or ~~if the animal control superintendent has determined it is not~~

~~saleable, or~~ if it cannot be ~~sold~~ otherwise placed for adoption ~~as provided in the preceding section,~~ the animal shall become the property of the city and it ~~shall may forthwith immediately~~ be ~~destroyed-euthanized~~ or otherwise disposed of without notice or any waiting period. All decisions as to the condition or saleability or condition for adoption of the animals shall be made by the animal control superintendent.

**Sec. 6-74.    Redemption ~~before sale.~~**

The owner of any animal not affected with a contagious disease or seriously injured and impounded under the provisions of this chapter may redeem the same within three (3) days of its impoundment ~~before it is sold,~~ by paying the required pound fees.

**Sec. 6-75.    ~~Sale~~ Disposition of impounded animals.**

(a) If not redeemed within the appropriate time period specified in Section 6-74, the animal shall become the property of the City, and the animal may be sold, adopted, euthanized or otherwise disposed of as recommended by the animal control superintendent. ~~The animal control department shall sell animals impounded under the provisions of this article at public auction for cash after having held the animal for at least ten (10) days and after having published public notice of the items, terms and place of sale in a daily newspaper published in the city, which notice shall appear one time at least five (5) days prior to the sale and shall describe the animals impounded and state that the animals will be sold to defray cost if not reclaimed and the cost paid before the date of sale. If not reclaimed by such date, it shall sell the animal at public auction between the hours of 10:00 a.m. and 4:00 p.m. at such date to the highest bidder.~~

(b) ~~After deducting all the expenses of the sale and taking up and keeping of the animals, the department shall return the balance of proceeds, if any, to the owner of the animals. If the owner is unknown, the balance shall be paid into the city treasury. Any time within thirty (30) days after the sale, the owner may apply to the animal control superintendent and upon satisfactory proof of his ownership, he shall be entitled to receive the balance of proceeds, which shall be the money deposited after deducting all the expenses of the sale and taking up and keeping of the animals, paid into the city treasury on account of such sale.~~

**~~Sec. 6-76. — Redemption after sale.~~**

~~The owner of any impounded animal sold under the provisions of this chapter may redeem it by paying to the purchaser double the amount paid by him for such animal and his reasonable expenses for keeping it; provided, that the owner shall redeem the animal within thirty (30) days after the date of sale, otherwise the animal becomes the absolute property of the purchaser.~~

**Sec. 6-77.    Records of impoundment.**

The animal control department shall keep a record for at least one year giving the description of all animals impounded, the date of impoundment, the date of sale or adoption, the amount realized for such animal, and the name and address of the ~~purchaser~~ purchaser or new owner.

## DIVISION 2. PETS

### Sec. 6-89. Authorized.

The agents of the animal control department are authorized to take up and impound:

- (1) All dogs found not restrained by their owners; or
- (2) All cats which do not have a vaccination tag as provided by sections 6-31 and 6-51 and found not restrained by their owners.

### Sec. 6-90. Redemption

(a) The redemption period for an animal impounded other than for quarantine or pursuant to a court order, is:

(1) three days after the date of impoundment, unless subsections (b) or (c) apply to the animal;

(b) The redemption period for an animal impounded pursuant to a court order is the time set forth in the court order or, if no provision is made in the court order, five days after the court proceedings are final.

(c) The redemption period for an animal impounded for quarantine is three days after completion of the quarantine period.

(d) If an animal is not redeemed within the appropriate time period specified in Subsections (a) through (c), or the animal is voluntarily surrendered by the owner, the animal shall become the property of the city and may be placed for adoption, euthanized, or otherwise disposed of as recommended by the superintendent.

(e) An owner of an impounded animal commits an offense if he removes or attempts to remove the animal from a city animal shelter without first paying all applicable fees required in this chapter.

### ~~Sec. 6-90. Vaccinated dogs.~~

~~(a) Period of confinement. A vaccinated dog impounded as authorized in section 6-89 shall be confined in a humane manner for a period not less than three (3) working days.~~

~~(b) Notice. Upon impounding a dog found with current vaccination tags, the agents of the animal control department shall make a reasonable effort to notify the owner his animal has been impounded and the conditions whereby he may regain custody of such animal.~~

~~(Code 1965, § 5-31; Ord. No. 45-2015, pt. 1(Exh. A), 8-27-15)~~



**~~Sec. 6-91. Unvaccinated dogs and cats.~~**

~~Dogs and cats impounded under this division without a vaccination tag shall become the property of the animal control department after the expiration of two (2) working days.~~

~~(Code 1965, § 5-32; Ord. No. 45-2015, pt. 1(Exh. A), 8-27-15)~~

**~~Sec. 6-93. Redemption generally.~~**

~~The owner shall be entitled to resume the possession of any impounded dog or cat except as hereinafter provided in case of certain dog or cat, upon compliance with the provisions of sections 6-31 and 6-51 and the payment of the impoundment fees of section 6-92.~~

**~~Sec. 6-98. Destruction of unredeemed animals.~~**

~~The animal control department may humanely destroy any animal, which has not been redeemed as provided in this division.~~

**Sec. 6-~~99~~96. Destruction of donated, sick, injured animals.**

The animal control department may destroy any animal by a humane method if it has been donated to the shelter with the request that it be destroyed, ~~or~~ if the animal is so sick or injured that its cure is considered by the animal control department to be impractical or if its death is imminent, or if it is found to be infected with a contagious disease. In ~~any~~either of such events, the animal shall become the property of the city and such destruction may be done immediately without notice or any waiting period.

## **ARTICLE IV. RABIES CONTROL**

### **DIVISION 2. QUARANTINE OF SPECIFIC ANIMAL**

**Sec. 6-138. Same—Emergency situation.**

When an animal bites or scratches a person so that the superintendent~~director~~ of the health department believes that the quarantine observation period cannot be observed because of the danger of developing rabies, the health superintendent~~director~~ shall order that the animal control department immediately forward the animals head for pathological examination.

## Agenda Item

- **Ordinance:** Approving a first reading to amend “Chapter 6 – Animals and Fowl” of the City of Abilene Code of Ordinances; and setting a public hearing for October 27, 2016. (*Walden*)
- **Proposed Amendments**
  - Language related to seizure and impoundment.
    - Replace shall impound to may impound
  - Change the time allowed for a dangerous dog investigation from before the 6<sup>th</sup> working day to 10 days
  - Add language clarifying when the City takes ownership of a stray animal
  - Replace language that references saleability or selling animals to disposition and condition for adoption.





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Michael Rice, P.E. Director of Public Works**

**SUBJECT: Ordinance: (First Reading) To regulate parking on E. N. 19th St. between Ave. D and Campus Court; and setting a public hearing for October 27th, 2016. (Rice)**

---

**GENERAL INFORMATION**

Recently Abilene Christian University acquired the former Christian Village Retirement Center on E. N. 19th St between Ave. D and Campus Court. They have refurbished this facility (Dillard Hall) to house students. Students have the choice to park on the street, or park in designated parking lots. Most of the students have chosen the street and there is only 30' of pavement. Therefore, when vehicles are parked on both sides of the road, issues arise. The roadway becomes constricted resulting in a single lane for vehicle travel for the entire block, residential properties within this block have sight restricted backing concerns when leaving their driveways, & the resulting single travel lane results in a life safety concern for emergency vehicle response.

**SPECIAL CONSIDERATIONS**

Abilene Christian Police has submitted a request to restrict parking along the South side of E. N. 19th St adjacent to the newly constructed Dillard Hall. Residents along the North side of E. N. 19th St. have also submitted petitions supporting the restriction of parking.

**FUNDING/FISCAL IMPACT**

Funding for this prohibition will be provided out of the Street Sign Budget.

**STAFF RECOMMENDATION**

Traffic Services, Abilene Fire Department, and Abilene Christian Police Department all recommend the prohibition of parking along the South side of E. N. 19th St. adjacent to Dillard Hall.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Ordinance	Ordinance
❑ ACU Police Letter and Residents Petitions	Exhibit



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

**AN ORDINANCE AMENDING CHAPTER 18, "MOTER VEHICLES AND TRAFFIC," ARTICLE VIII, "SCHEDULES," SECTION 18-293, "PARKING PROHIBITED -AT ALL TIMES" AS SET OUT BELOW; AND CALLING A PUBLIC HEARING.**

**WHEREAS**, Abilene Christian University acquired a dormitory, Dillard Hall, adjacent to E.N. 19<sup>th</sup> Street; and

**WHEREAS**, since Dillard Hall has become a dormitory, vehicles parked along both sides E.N.19<sup>th</sup> between Ave. D and Campus Court have congested the roadway to the extent that traffic cannot easily pass in both directions; and

**WHEREAS**, the Abilene Christian University Police Department and area residents have requested a restriction of parking at this location.

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

- PART 1:** That Chapter 18, "Motor Vehicles and Traffic," Article VIII, Section 18-293, "Parking Prohibited -At all Times," of the Abilene City Code be amended as set out in Exhibit "A," attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.
- PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
- PART 4:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FIRST READING this 13<sup>th</sup> day of October, 2016.**

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on 9<sup>th</sup> day of October, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 27<sup>th</sup> day of October, 2016, to permit the public to be heard.

**PASSED ON SECOND AND FINAL READING this 27<sup>th</sup> day of October 2016.**

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

## **Exhibit A**

### **Chapter 18 Motor Vehicles and Traffic, Article III Schedules, Section 18-293 Parking Prohibited—At all times.**

#### **DELETE**

East North 19 <sup>th</sup> St.	South	From Campus Ct. to 300 feet west of Campus Ct.
---------------------------------	-------	--

#### **ADD**

East North 19 <sup>th</sup> St.	South	From Campus Ct. to Ave. D
---------------------------------	-------	---------------------------

# ABILENE CHRISTIAN UNIVERSITY

*Educating Students for Christian Service and Leadership Throughout the World*

## Police Department

ACU Box 28010, Abilene, Texas 79699-8010  
325-674-2305 • Fax 325-674-6098



September 27, 2016

James Rogge, P.E.  
Traffic Engineer, City of Abilene

Mr. Rogge,

As we have previously discussed, Abilene Christian University (ACU) recently reacquired and refurbished the former Christian Village Retirement Center in the 600 block of EN 19<sup>th</sup> and converted it into a new on-campus student residence hall; Dillard Hall. While this resulted in substantial improvement to the facility, grounds, and neighborhood, it also created a new parking problem in the area. Rather than park in ACU provided parking adjacent to Dillard Hall, many residents are opting to park in the more convenient, legal on-street parking along the north & south curbs of 600 block of EN 19<sup>th</sup> Street. As a result, both the north and south curbs of EN 19<sup>th</sup> are occupied 24/7 by (legally parked) student vehicles. The ACU Police Department (ACUPD) has worked closely with the residents of EN 19<sup>th</sup> to resolve these issues. The primary complaints are: (a) constant congestion, (b) one-lane traffic, (c) difficulty of the residents backing or pulling out of their driveways onto EN 19<sup>th</sup>. (d) inability for emergency vehicles to access the area when it is congested. .

My concern is that with legal on-street parking on both sides of EN 19<sup>th</sup>, this street parking tendency will continue. Ambulances and fire apparatus will have great difficulty negotiating the congestion. The majority of the EN 19<sup>th</sup> residents are elderly, one on hospice, and the rate of fire/ambulance calls to all residence halls is high. All of these combine to create a high risk of ambulance/fire calls in this immediate area.

After initially consulting with you, I have met with each of the residents who own the 7 properties along 600 EN 19<sup>th</sup> ( 602, 610, 618, 626, 634, 642, 650, with 642 & 650 being owned by ACU as student/staff rental units) . Residents and/or owners are in support of restricting on-street parking along one curb of EN 19<sup>th</sup>, but are not unanimous in which curb they prefer. Two (2) owners/residents prefer the north curb to be restricted while five (5) owner/residents prefer the south curb to be restricted. (see attached)

While prohibiting one curb/either curb, would resolve the problem in general, ACUPD would recommend and request that the south curb (adjacent to Dillard Hall) be chosen as the restricted curb. This is based on the fact that the residents who live on the north curb would still have the ability to park along "their" north curb, especially during the 3.5 months of Summer Break and the 1+ month of Winter Break, when Dillard Hall will be empty. Additionally, I believe that with Dillard Hall being a 3-story structure, the Abilene Fire Department would have easier access with ladder trucks, etc., should there ever be a working fire at the 3-story Dillard Hall building.

I appreciate the opportunity to assist with this, please let me know if you or any other City officials have any other questions that ACUPD can help with or if you need me to address the City Council on this.

Sincerely,

A handwritten signature in blue ink that reads 'Jimmy Ellison'.

Jimmy Ellison  
Chief of Police

Abilene Christian University Police Department



City of Abilene Traffic Engineer

City of Abilene City Council

My name is Marianna Rasco and I/we own (circle one) the home at 602 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

The underlying issue is that currently, because there are no parking restrictions for on-street parking along our block, these Dillard hall residents are legally parked. Our request is that the City of Abilene place restrictions on parking on one side of EN 19<sup>th</sup>, so that 2-way traffic can occur freely and that emergency vehicles will have the ability to respond quickly and set-up for emergency issues.

My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time, *but I acquiesce to the "deciders"*

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

Marianna Rasco  
(Signature)

Marianna Rasco  
(Printed Name)

602 E North 19<sup>th</sup>  
79601  
Address

325-665-4438  
(Phone Number)

City of Abilene Traffic Engineer

City of Abilene City Council

My name is Tim Fulbright and I/we own (circle one) the home at 610 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

Tim Fulbright  
(Signature)

Tim Fulbright  
(Printed Name)

610 EN 19th  
Address

361-522-1225  
(Phone Number)

City of Abilene Traffic Engineer

City of Abilene City Council

My name is Ina L. Green and I/we own or rent (circle one) the home at 618 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

1. Most of our guests park on the North Side if they have a choice
2. at holidays & summers our family & friends park on the North side (near our house)

Ina L. Green

(Signature)

Ina L. Green

(Printed Name)

618 E. N. 19<sup>th</sup>

Address

325 677-5785

(Phone Number)

City of Abilene Traffic Engineer

City of Abilene City Council

My name is RAY WHITESIDE and I/we own or rent (circle one) the home at 626 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

*It is definitely more dangerous for us to back out into the street when cars parked on the north side block more of a driver's view than would be the case if that "lane" was free of vehicles. Four adults live here, ages range from 22 to 86 - each with own vehicle.*

Ray Whiteside  
(Signature)

RAY WHITESIDE  
(Printed Name)

626 E. North 19<sup>th</sup> St  
Address

325-672-6479  
(Phone Number) cell: 325-280-6431

City of Abilene Traffic Engineer

City of Abilene City Council

My name is Rev. Kenneth R. Deckard and I/we own-or rent (circle one) the home at 634 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.


Sincerely,

Rev. Kenneth R. Deckard  
Mildred Deckard  
(Signature)

634 E. North 19<sup>th</sup> St  
Address

Rev Kenneth R. Deckard  
Mildred Deckard  
(Printed Name)  
325 338-2960  
325-829-8289  
(Phone Number)



ACU OWNED HOUSE  
RENTED TO ACU  
STAFF MEMBER  


City of Abilene Traffic Engineer

City of Abilene City Council

My name is Aaron & Donna Hastings and I/we own-or rent (circle one) the home at  
642 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

  
(Signature)

Aaron Hastings  
Donna Hastings  
(Printed Name)

642 EN 19<sup>th</sup>

Address

525 224 1307

(Phone Number)

City of Abilene Traffic Engineer

City of Abilene City Council

ACU OWNED  
HOUSE  
RENTED TO STUDENTS

My name is TERRY BOWMAN and I/we own or rent (circle one) the home at  
650 EN 19<sup>th</sup> Street, Abilene TX 79601.

The former Christian Village Retirement Home located at 633 EN 19<sup>th</sup> Street closed in 2016 and reverted back to the ownership and control of Abilene Christian University (ACU). ACU subsequently converted the facility into a sophomore women's residence hall known as Dillard Hall.

While the university has provided ample parking facilities adjacent to or near Dillard Hall for the residents, when the ACU school year started and students moved into Dillard Hall, many of them began parking in the non-restricted, on-street parking along the north and south curbs of the entire 600 block of EN 19<sup>th</sup>. This trend has continued since nearly 24 hours a day, effectively transforming the 600 block into a one lane roadway, with congestion to the point that only one vehicle can drive at a time. This situation causes potential safety issues in terms of whether or not fire and ambulance vehicles could be able to effectively and quickly respond to calls in our block.

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My preference is that on-street parking be prohibited on the NORTH SIDE -or- SOUTH SIDE (circle one) of EN 19<sup>th</sup> Street, thereby making it a violation for anyone, residents, visitors, or students, to park there at any time.

The residents of EN 19<sup>th</sup> have worked closely with the ACU Police Department in regards to this situation and it is our understanding that they fully support the elimination of on-street parking on one side of our block to insure better traffic flow and better emergency vehicle response.

Thank you for your consideration.

Sincerely,

  
(Signature)

TERRY BOWMAN - ACU Properties Manager  
(Printed Name)

Box 29139  
Address

325-674-6817  
(Phone Number)

# Ordinance

To restrict parking on E. N. 19<sup>th</sup> St. between Ave. D and Campus Court.





# Parking Prohibition Location





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Michael Rice, P.E., Director of Public Works**

**SUBJECT: Oral Resolution: Extended Term Street Use License with Sojourner Drilling, Inc. to place oil and water lines in the Rights-of-way of Vogel Street, Westview Drive, an alley north of Vogel Street between Westview Drive and Bridge Avenue, and Bridge Avenue. (Rice)**

---

**GENERAL INFORMATION**

Sojourner Drilling, Inc. of Abilene, Texas, has submitted an application for an Extended Term Street Use License to use a portion of City rights-of-way on Vogel Avenue east and along Westview Drive north to alley way east to Bridge Street north of Vogel (location depicted on attached map). The applicant wishes to place two (2)-four (4) inch pipelines for the transportation of crude oil and water from an oil well location to existing storage facilities. Sojourner Drilling, Inc. has applied for and has obtained a City drilling permit for a well located on Vogel Avenue.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff has reviewed this request and recommends that the City Council authorize the Mayor to execute the attached Extended Term Street Use License with Sojourner Drilling, Inc. for use of a portion of the City's rights-of-way on Vogel Avenue, Westview Drive, an alley north of Vogel Avenue from Westview Drive to Bridge Street, and Bridge Street.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
▣ Location Map	Exhibit
▣ Extended Term Street Use License	Backup Material
▣ Power Point Presentation	Presentation

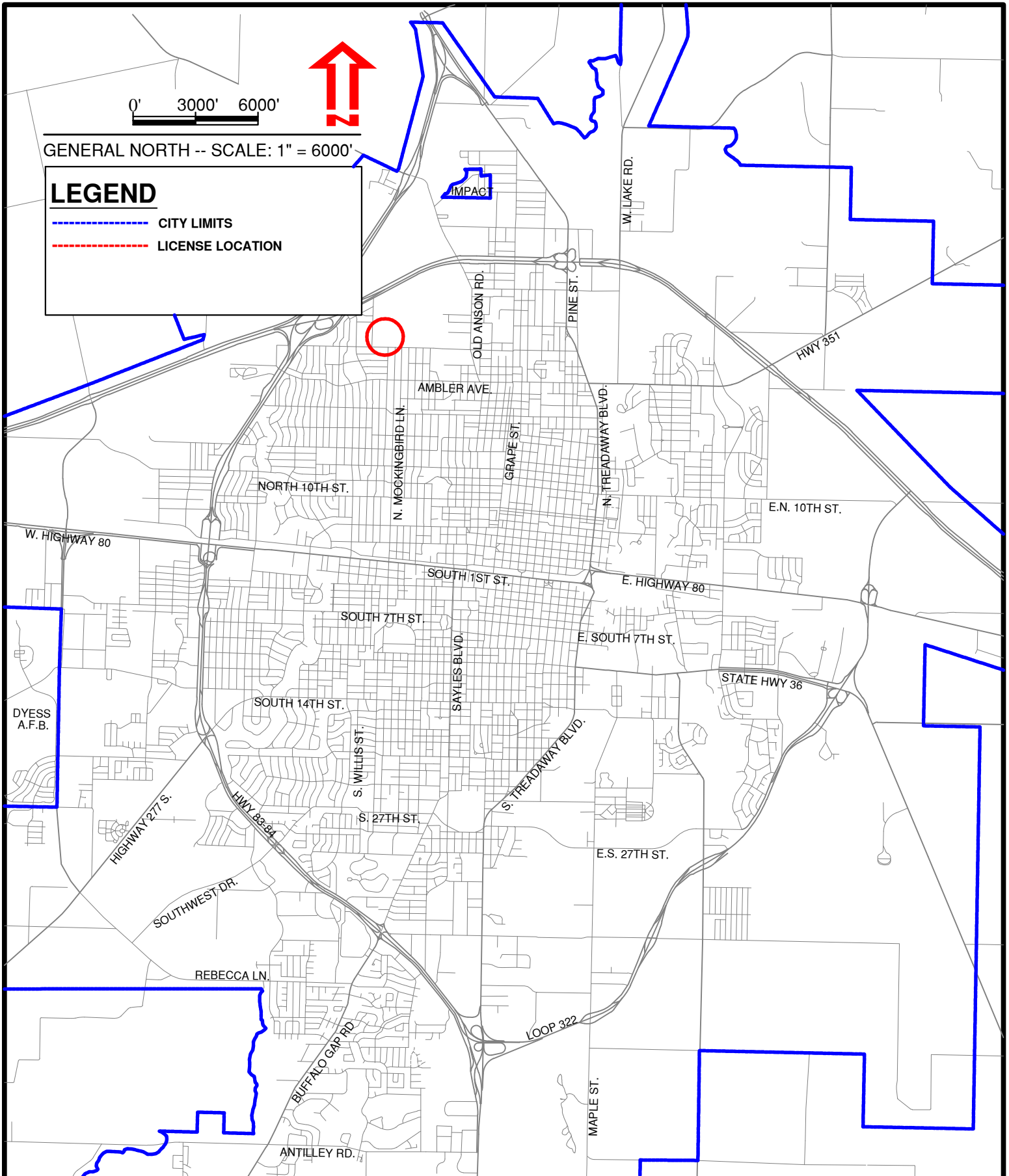
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

## LEGEND

- CITY LIMITS
- LICENSE LOCATION



Sheet  
1  
of  
1

**CITY OF ABILENE, TEXAS**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

## EXTENDED TERM STREET USE LICENSE

Designed By: M. RICE

Drawn By: M. MILLER

Checked By: M. RICE

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Folder: MISC.  
PROJECTS

Computer File Name:  
EXTENDED TERM  
STREET USE  
LICENSE

Date: OCT. 2016

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT  
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Sojourner Drilling, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

*Vogel Avenue at the east right-of-way, along Westview Drive right-of-way north to alley way east to Bridge Street right-of-way north of Vogel Avenue*

for and in consideration of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

*Bore under Vogel Avenue at the east right-of-way to along Westview Drive right-of-way north to alley way east to Bridge Street right-of-way along the western edge of the drainage cut north of Vogel Avenue to place 2 (two) 4 (four) inch pipelines for the transportation of crude oil and water to the existing storage facilities to the northeast (see attached map).*

II. 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.

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

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

"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:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

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 Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.**

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

**The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.**

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

**BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE 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.**



### III. Insurance

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 -----Per Person
a) Premises/Operations Coverage	\$500,000 -----Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 -----Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

### IV. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 10 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

NAME OF LICENSEE:

Sojourner Drilling Corp.

By: \_\_\_\_\_

Signature

William C. Sojourner, III, President  
Printed Name and Title

Business Address: 810 ANSON AVE  
Abilene, TX 79601

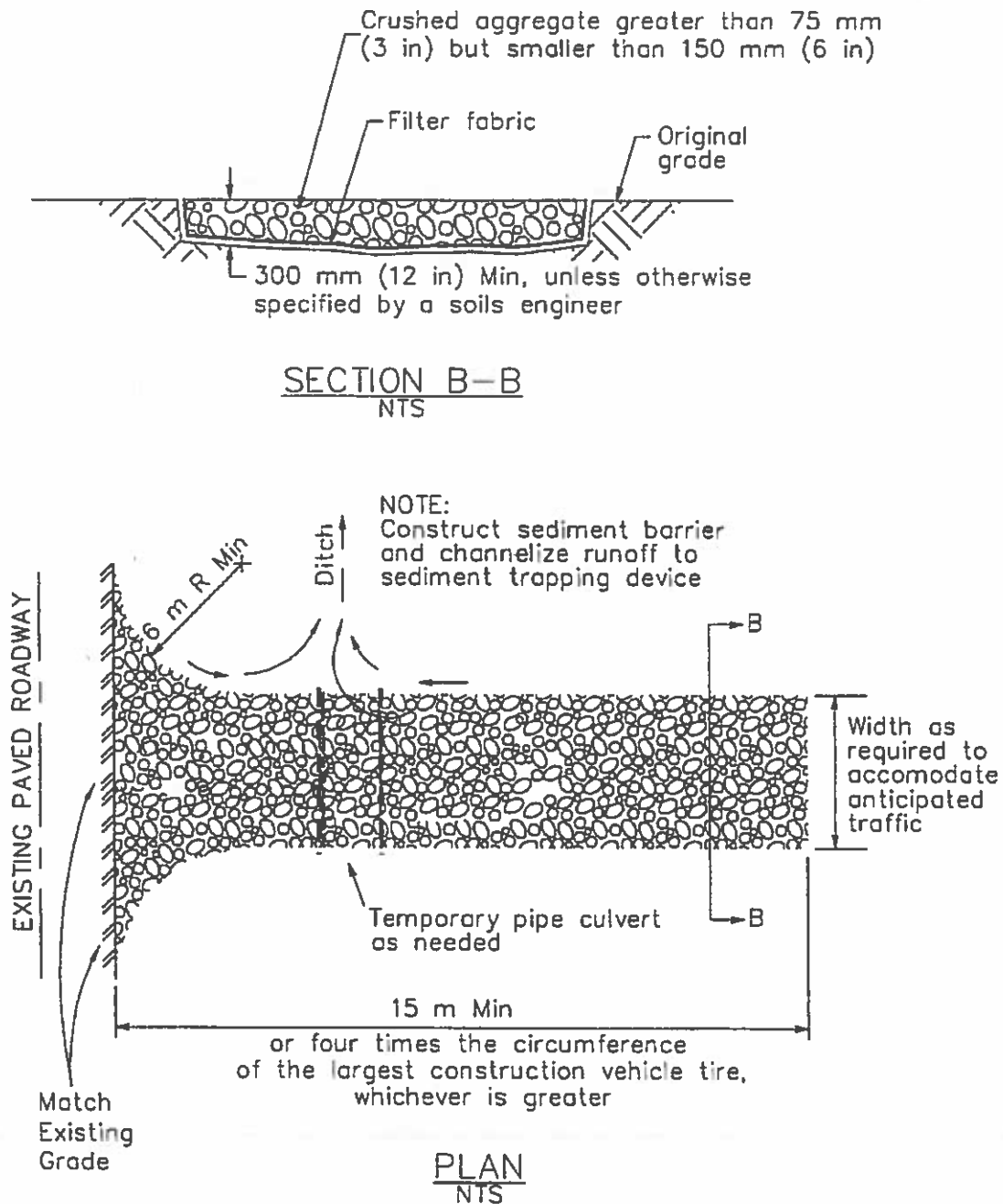


**STREET USE LICENSE AGREEMENT  
WITH  
Sojourner Drilling, Inc.  
CONDITIONS AND COVENANTS**

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the city of Abilene Building Inspections (676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.
9. A construction site entrance/exit must be provided at east right-of-way location on Vogel Avenue using the "Caltrans TC-1 type 1 Construction Exit". All materials excavated for the installation of the "Caltrans TC-1 type Construction Exit" must be removed from the site and disposed of outside of any 100 year flood plain. A copy of the "Caltrans TC-1 type 1 Construction Exit" will be attached to and become part of the "Floodplain Development Permit/Application and Extended Term Street Use License".

10. The pipeline as it crosses the drainage way will have to be buried a minimum of 2' beneath natural ground and be sleeved and a concrete cap (around the top and sides of the sleeve or pipe). If buried a minimum of 4' below natural ground concrete encasement may be omitted. The full crossing must be at depth additional pipe burial will be required to achieve transition from surface runs of pipeline to burial depth.
11. Due to right-of-way boring and boring pits, trench safety must be provided which complies with O.S.H.A. trench safety requirements and regulations.

**Stabilized Construction Entrance/Exit****TC-1**

Stabilized Construction Entrance/Exit (Type 1)





SOJOU-1

OP ID: AF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Perry Hunter Hall, Inc. P.O. Box 1400 Abilene, TX 79604 Ronny Jaye Bryant	<b>CONTACT NAME:</b> Ronny Jaye Bryant		
	<b>PHONE (A/C, No, Ext):</b> 325-673-6414	<b>FAX (A/C, No):</b> 325-673-4413	
<b>INSURED</b> Sojourner Drilling Corp William Sojourner PO Box 3234 Abilene, TX 79604-3234	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Bitco General Insurance Corp		
	<b>INSURER B:</b> First Mercury Insurance Co		10657
	<b>INSURER C:</b> Texas Mutual Insurance Company		22945
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CLP3642548	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP 3642549	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A		TX-EX-0000033363-04	09/01/2016	09/01/2017	EACH OCCURRENCE \$ \$4mil AGGREGATE \$ \$4mil
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	TSF0001070613	10/01/2016	10/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General & Automobile Liability policies provide Blanket Addl Insured if required by written contract. Blanket 30 DNOC when required by written contract.

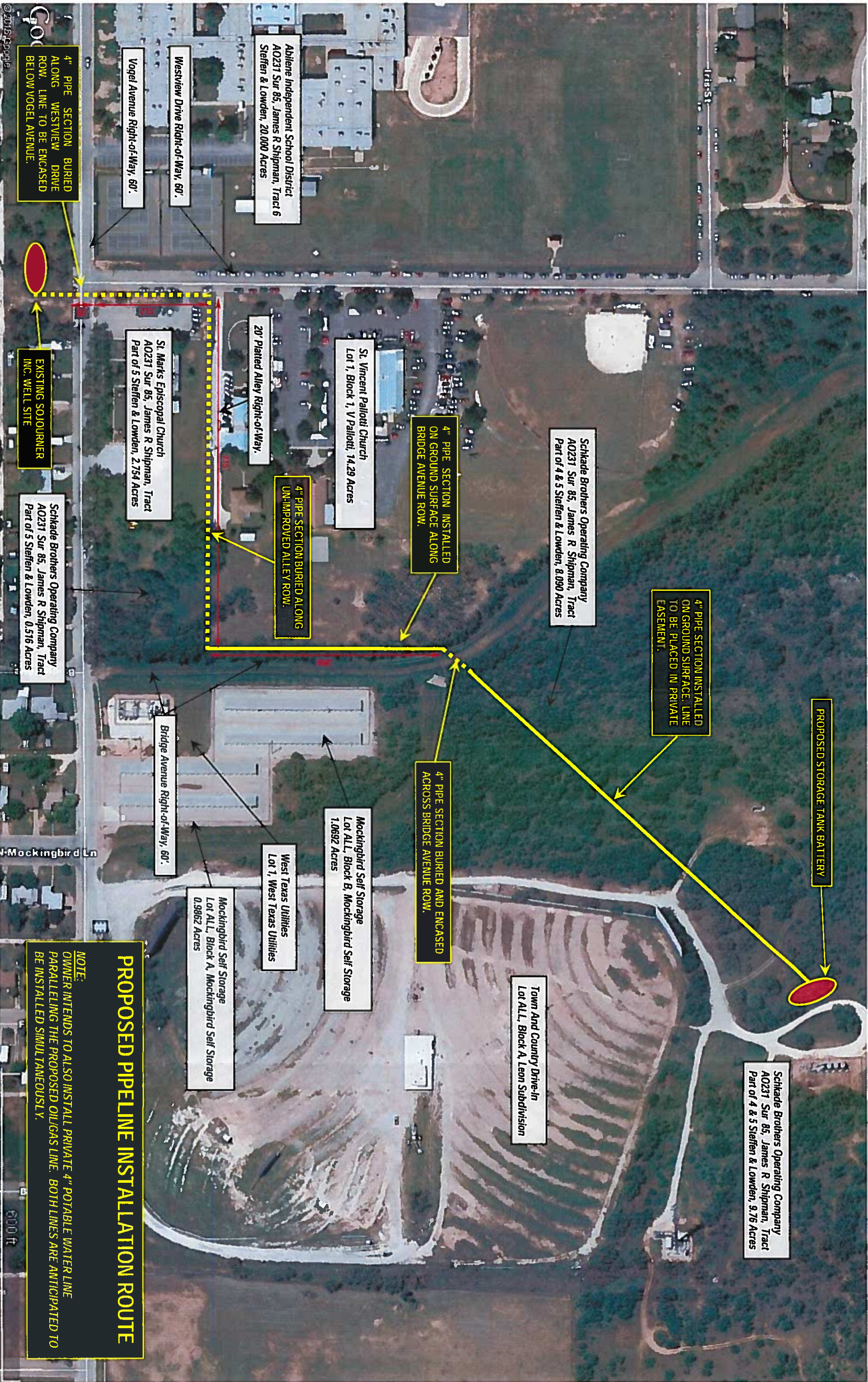
## CERTIFICATE HOLDER

## CANCELLATION

<b>CITY OF A</b>  City of Abilene 555 Walnut Abilene, TX 79601	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Ronny J. Bryant
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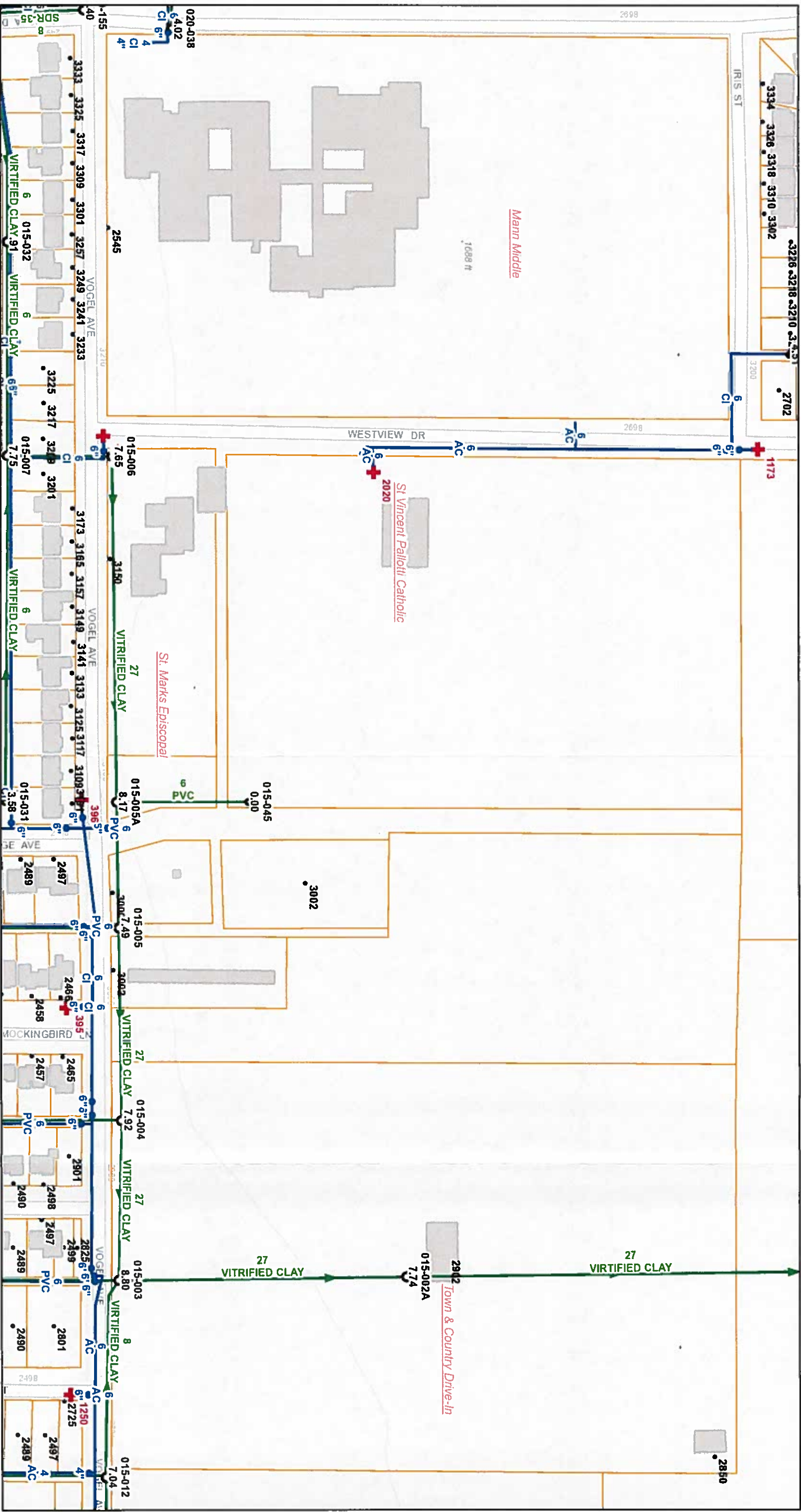




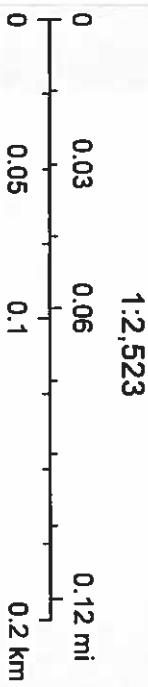
**PROPOSED PIPELINE INSTALLATION ROUTE**

**NOTE:**  
OWNER INTENDS TO ALSO INSTALL PRIVATE 4\" POTABLE WATER LINE PARALLELING THE PROPOSED OIL/GAS LINE. BOTH LINES ARE ANTICIPATED TO BE INSTALLED SIMULTANEOUSLY.





September 7, 2016



Sources: Esri, HERE, DeLorme, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



STREET USE LICENSE AGREEMENT  
EXTENDED TERM

APPLICATION

Applicant: Sojourner Drilling, Inc. Phone: 325-672-2832

Address: PO Box 3234, Abilene, TX 79604

Agent: Enprotec/Hibbs & Todd, Inc. Phone: 325-698-5560

Description of Public Right-of-Way to be used: Refer to Proposed Route Map. Rights-of-Way to be used include: approximately 215 feet of Westview Drive (east side), approximately 715 feet of an un-improved alley, and approximately 460 feet of platted (un-improved) Bridge Street (west side).

Owner of adjacent property: Please see Proposed Route Map, attached.

Proposed use of public right-of-way: Installation and operation of a 4" HDPE oil transmission pipeline and water line for oil production and storage.

Reasons for the request: Given the proximity of existing residential structures, schools, church facilities, etc., there is not enough room to safely locate storage tank facilities on the same site as the production well. Therefore, the proposed pipeline is necessary to transport the produced oil to the storage tank site, which will be located approximately 0.5 miles north of well site.

Application is not complete unless all of the following are included:

- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

Signature of Applicant or Agent

September 7, 2016

Date

Return Application to:  
Public Works Dept.  
City of Abilene  
PO Box 60  
Abilene TX 79604

# Agenda Item X.X

- Sojourner Drilling, Inc. applied for an Extended Term Street Use License to use a portion of City right-of-way on Vogel Avenue, Westview Drive, an alley north of Vogel Ave. from Westview Dr. to Bridge Street, and Bridge Street for the transportation of crude oil and water from an existing oil well to an existing storage facility.
- Staff recommends approval of the Extended Term Street Use License to Sojourner Drilling, Inc.







**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Perry, Assistant Police Chief**

**SUBJECT: Resolution: Police Body Worn Camera Purchase (*Perry*)**

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**GENERAL INFORMATION**

The Police Department and the Marshals Division seek the purchase of 139 body worn cameras (BWCs) to record public interactions. The desired vendor is WatchGuard Video (WGV). WGV is the manufacturer of the current in-car video systems and the BWCs will utilize the same in-house digital video management system. In addition, the BWCs will take the place of the remote microphones currently utilized by sworn personnel and will serve as the source for the audio recordings for both systems. The proposed purchase will result in 125 BWCs issued to Patrol and 14 BWCs to the Marshals. BWCs will be issued to all front line, sworn employees. This purchase is pursuant to Resolution 26-2016 on February 25, 2016, which stated that the Council found that the Abilene Police Department had a need to acquire and maintain BWCs.

**SPECIAL CONSIDERATIONS**

The Police Department and the Marshals Division strive for professional interactions with the public that they serve. BWCs provide records of these interactions. In light of the current national scrutiny of law enforcement actions, BWCs provide a tool to address public concerns.

**FUNDING/FISCAL IMPACT**

The total cost of this project is \$187,604.50. Funding sources would be split between the Police Department and the Marshals Divisions \$168,037.50 and \$19,567.00 respectively. After deployment, the City of Abilene would seek partial recuperation of \$99,200.00 via a grant from the Criminal Justice Division of the Governor's Office. General revenue funds would facilitate the balance paid from FY 2017 Finance General Special Services - 1002002070.

**STAFF RECOMMENDATION**

This purchase is sought via HGACBuy contract #EF04-15 pricing. Staff recommends this purchase.

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

Description	Type
▣ Body Worn Camera Resolution	Cover Memo
▣ HGACBuy Contract Pricing Worksheet	Cover Memo
▣ HGACBuy Contract Pricing Verification	Cover Memo
▣ Presentation	Cover Memo

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

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE PURCHASE OF 139 BODY WORN CAMERAS AND ASSOCIATED  
EQUIPMENT FROM WATCHGUARD VIDEO FOR \$187,604.50.**

**WHEREAS**, this City Council finds that the Abilene Police Department and the Abilene Marshals Division have a need to acquire and maintain body worn cameras and a body worn camera program; and

**WHEREAS**, this purchase will provide video and audio recordings of police and citizen communications; and

**WHEREAS**, body worn cameras facilitate transparency and accountability in public and police interactions; and

**WHEREAS**, the City of Abilene has identified a proper vendor through HGACBuy Contract Pricing; and

**WHEREAS**, the City of Abilene will seek partial recuperation of \$99,200.00 via a grant from the Criminal Justice Division after the implementation of this body worn camera program.

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

PART 1: The City approves the purchase of 139 body worn cameras and associated equipment from WatchGuard Video for \$187,604.50.

PART 2: The City will utilize HGACBuy Contract Pricing Contract EF04-15.

PART 3: The City Manager or his designee is authorized to execute the necessary transaction(s) enabling the City of Abilene to purchase 139 body cameras and associated equipment for \$187,604.50 from WatchGuard Video.

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

Adopted the 13<sup>th</sup> day of October, 2016

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney





**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract  
No.:

EF04-15

Date  
Prepared:

9/9/2016

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Abilene Police Department	Contractor:	WatchGuard Video
Contact Person:	Mike Perry	Prepared By:	Denise Tweton
Phone:	325-676-6606	Phone:	1-800-605-6734
Fax:		Fax:	
Email:	<a href="mailto:Mike.Perry@abilenetx.com">Mike.Perry@abilenetx.com</a>	Email:	<a href="mailto:Dtweton@watchguardvideo.com">Dtweton@watchguardvideo.com</a>

Catalog / Price Sheet Name:	BF08 - VISTA HD Wwearable Camera - Extended WiFi Capacity
General Description of Product:	Law Enforcement Speed Detection & Video Equipment

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
139	VIS-EXT-WIF-001 VISTA HD, WiFi Extended Wearable Camera. 1st Year VISTA Warranty Included. 1st Year Software Maintenance, Evidence Library, (Months 1-12) Included	995	138305
94	HDW-ETH-SWT-005 4RE,VISTA HD Smart PoE Switch	195	18330
6	VIS-VTS-DTC-001 VISTA HD 8 Bay Ethernet Transfer Station	1495	8970
139	KEY-EL4-DEV-002 Evidence Library 4 Web VISTA Device License Key	150	20850
1	SVC-4RE-ONS-400 4RE System Setup, Configuration, Testing & Training (per site)	2500	2500
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			188955

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	KEY-EL4-SRV-001 Evidence Library 4 Web Server Site License Key	1000	1000
139	SFW-EL4-CLD-BAS Evidence 4 Web CLOUD-SHARE - Basic-Included	0	0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			1000
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	1%

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

RSM Discount	-4555.5
Freight	2205
Subtotal C:	-2350.5

Delivery Date:	45-60 Days ARO	D. Total Purchase Price (A+B+C):	187604.5
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**Helping Governments Across the Country Buy**

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**CONTRACT PRICING VERIFICATION**

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TO:

**Mike Perry**

FROM:

**Marlana Mack**

COMPANY:

**City of Abilene**

DATE:

**09/22/2016**

PHONE NUMBER:

**325-676-6606**

RE:

**Price Verification**

REFERENCE:

**WATCHGAUARD VIDEO QUOTE**

**DATED 9/9/2016 (\$187,604.50)**

---

We have reviewed the pricing provided through HGACBuy Contract EF04-15. Our review verifies that the pricing provided is in compliance with the contract.

Please advise if we can assist further in this matter.

\*\*\*\*\*This is not an Order Confirmation\*\*\*\*\*

# Body Worn Camera Purchase

- The Police Department and the Marshals Division seek the purchase of 139 body worn cameras (BWCs) to record public interactions.
- WatchGuard Video is the manufacturer of the current in-car video systems and the BWCs will utilize the same in-house digital video management system. In addition, the BWCs will take the place of the remote microphones currently utilized by sworn personnel and will serve as the source for the audio recordings for both systems.

# Body Worn Camera Purchase

- 9 hours continuous HD recording (10 SD)
- 32 GB storage
- Military specification
- -40° to 185° F
- GPS (recorded)
- WiFi (triggers)
- 130° field of view





# Body Worn Camera Purchase

- Purchase includes:
  - 139 Body cameras
  - 94 power over Ethernet connections (for vehicle connectivity)
  - 6 download stations (5 Police/1 Marshal)
  - 139 license keys
  - Server license
  - Configuration
  - Freight

# Body Worn Camera Purchase

- The proposed purchase will result in 125 BWCs issued to Patrol and 14 BWCs to the Marshals.
- Funding sources would be split between the Police Department and the Marshals Divisions \$168,037.50 and \$19,567.00 respectively.
- After deployment, the City of Abilene would seek partial recuperation of \$99,200.00 via a grant from the Criminal Justice Division of the Governor's Office.
- Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Stan Standridge, Police Chief**

**SUBJECT: Resolution: Authorization to spend more than \$50,000 in the course of the fiscal year for Police uniforms and related equipment. (*Standridge*)**

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**GENERAL INFORMATION**

In FY 2016-2017, the Police Department budgeted \$91,400 for uniforms and related items. Related items can include handcuffs; boots; flashlights; gloves, etc.

During the 2015 Meet and Confer negotiations, the Police Association asked the City to provide stipends to all sworn employees for uniform purchases. Police and City Administrations worked together, however, to keep uniform purchases out of Meet and Confer. This was accomplished by establishing a pay portal for Patrol Division Officers, wherein they could access uniform and related items to purchase from Galls using BuyBoard pricing. Each officer was given \$600 for the necessary items, with the understanding that they could order independently of the Department's Quartermaster, thereby increasing efficiency and effectiveness of uniform purchases.

In the course of the FY, officers will collectively spend more than \$50,000 with Galls through the pay portal, which requires Council approval.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

All expenditures were previously communicated in the approved FY 16-17 budget. There are no new expenditures.

**STAFF RECOMMENDATION**

Staff recommends Galls, LLC be approved for police uniforms and related equipment items using BuyBoard contract #432-13.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
▣ Resolution	Resolution Letter
▣ Galls BuyBoard information	Backup Material
▣ Galls BuyBoard renewal	Backup Material
▣ Presentation	Presentation

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

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING ABILENE POLICE OFFICERS TO PURCHASE UNIFORMS AND RELATED  
ITEMS FROM GALL'S INC. IN EXCESS OF \$50,000.**

**WHEREAS**, this City Council finds the Abilene Police Department has budgeted \$91,400 for the purchase of uniforms and related items; and

**WHEREAS**, the City of Abilene provides \$600 stipends to sworn police employees for the purchase of uniforms and related items; and

**WHEREAS**, uniforms and related items are essential to the services provided by the Abilene Police Department; and

**WHEREAS**, the purchasing method will increase efficiency and effectiveness of the purchasing process; and

**WHEREAS**, the Abilene Police Department has identified a proper vendor through BuyBoard.

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

PART 1: The City approves the purchase of uniforms and related items from Gall's Inc.

PART 2: The City will utilize BuyBoard contract #432-13

PART 3: The City Manager or his designee is authorized to execute the necessary transaction(s) enabling Abilene Police Officers to purchase uniforms and related equipment from Gall's Inc. in the amount \$600 per officer up to \$91,400 total.

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

Adopted the \_\_\_\_ day of October, 2016

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

January 15, 2014

Sent Via E-mail: buyboard@galls.com

Kevin Brown  
Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505

**Proposal Name & Number:** Public Safety and Fire House Supplies & Equipment #432-13

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective April 1, 2014. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #432-13 on the following web-site: [www.vendor.buyboard.com](http://www.vendor.buyboard.com). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet  
Electronic Catalog Format Instructions  
Vendor Billing Procedures

**Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,

Melonie Perry  
Bid Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



16341

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## PROPOSER'S AGREEMENT AND SIGNATURE

**Proposal Name:** Public Safety and Fire House  
Supplies and Equipment

**Proposal Opening Date and Time:**  
September 9, 2013 at 2:30 PM

**Proposal Number:** 432-13

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** April 1, 2014 through  
March 31, 2015 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
January 2014

Galls, LLC  
Name of Proposing Company

27 August 2013  
Date

1340 Russell Cave Rd  
Street Address

  
Signature of Authorized Company Official

Lexington Ky, 40505  
City, State, Zip

Kevin R. Brown  
Printed Name of Authorized Company Official

800-876-4242  
Telephone Number of Authorized Company Official

Sales Team Lead  
Position or Title of Authorized Company Official

877-914-2557  
Fax Number of Authorized Company Official

20-35455989  
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

n-Hub  
4-nat

Catalina



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.





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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: Galls, LLC General Contact Name: Kevin R. Brown

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address:

buyboard@galls.com

Internet Contact: Larry Skinker Phone: 800-876-4242 ext 2428

Alternate E-mail Address: brown-kevin@galls.com

Alternate Internet Contact: Jon Wellman Phone: 800-876-4242 ext 2026

☒ I will receive purchase orders via **FAX**.

Fax Number: 877-914-2557

Fax Contact: Buy Board rep Phone: 800-876-4242 ext 2026

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: buyboard@galls.com

Alternate E-mail Address: brown-kevin@galls.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1340 Russell Cave Rd Department: Accounts Payable

City: Lexington State: Ky Zip Code: 40505

Contact Name: Pam Jarvis Phone: 800-876-4242 ext 4304

Fax: 859-268-5941 E-mail Address: jarvis-pam@galls.com

Alternative E-mail Address: earnest-tina@galls.com



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

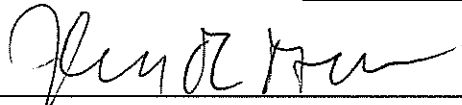
Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☐ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): NA

Details of Conviction(s): \_\_\_\_\_


By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

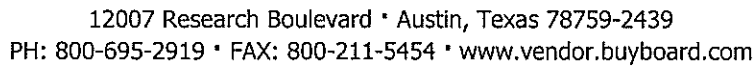
Galls, LLC  
Company Name  
  
Signature of Authorized Company Official  
Kevin R. Brown  
Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Galls, LLC  
Company Name  
  
Signature of Authorized Company Official  
Kevin R. Brown  
Printed Name



Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.



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## **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE/ HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a "Historically Underutilized Business" or "HUB" and all referred to in this form as a "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal Invitation. The electronic catalogs will indicate MWBE certifications for vendors that properly indicate and document their MWBE certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a MWBE in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

**Certificate Number:**

NA

**Name of Certifying Agency:**

☒ My company has **NOT** been certified as a MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Galls, LLC

Company Name



Signature of Authorized Company Official

Kevin R. Brown

Printed Name



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### **AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.

\_\_\_\_\_  
Galls, LLC  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kevin R. Brown  
Printed Name

\_\_\_\_\_  
27 August 2013  
Date



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## **CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.



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**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.
  - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.



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- **Independent Testing.** Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.
- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.
- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

*Issued: June 19, 2013*





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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

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### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Other:

---

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

---

3. Number of Days for Delivery: 5-10 days ARO

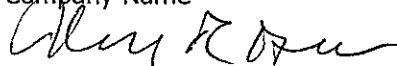
4. Vendor Reference/Quote Number: Buy Board price list / CATALOG / web

5. State your return policy: No hassle guarantee for newly purchased items within 30 days. For quality issues, manufacturer's defects and production errors, Galls will pay the shipping costs to be returned within those 30 days. Personalized items or special order items cannot be returned unless pre-approved by a Galls authorized rep.

6. Are electronic payments acceptable? ☒ Yes ☐ No

Galls, LLC

Company Name



Signature of Authorized Company Official

Kevin R. Brown

Printed Name



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person



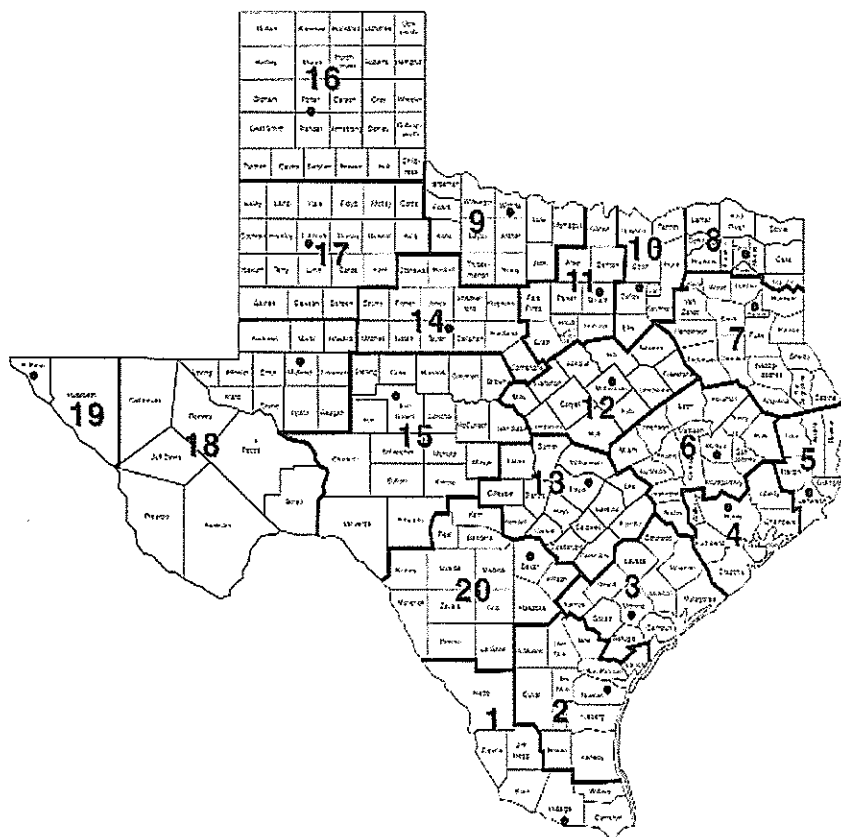
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input checked="" type="checkbox"/> 1	Edinburg
<input checked="" type="checkbox"/> 2	Corpus Christi
<input checked="" type="checkbox"/> 3	Victoria
<input checked="" type="checkbox"/> 4	Houston
<input checked="" type="checkbox"/> 5	Beaumont
<input checked="" type="checkbox"/> 6	Huntsville
<input checked="" type="checkbox"/> 7	Kilgore
<input checked="" type="checkbox"/> 8	Mount Pleasant
<input checked="" type="checkbox"/> 9	Wichita Falls
<input checked="" type="checkbox"/> 10	Richardson
<input checked="" type="checkbox"/> 11	Fort Worth
<input checked="" type="checkbox"/> 12	Waco
<input checked="" type="checkbox"/> 13	Austin
<input checked="" type="checkbox"/> 14	Abilene
<input checked="" type="checkbox"/> 15	San Angelo
<input checked="" type="checkbox"/> 16	Amarillo
<input checked="" type="checkbox"/> 17	Lubbock
<input checked="" type="checkbox"/> 18	Midland
<input checked="" type="checkbox"/> 19	El Paso
<input checked="" type="checkbox"/> 20	San Antonio

Galls, LLC

Company Name

Signature of Authorized Company Official

Kevin R. Brown

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Galls, LLC  
Company Name

Signature of Authorized Company Official

Kevin R. Brown  
Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form I, State Service Designation, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Galls, LLC  
Name of Vendor

432-13  
Proposal Invitation Number

  
Signature of Authorized Company Official

Kevin R. Brown  
Printed Name of Authorized Company Official

27 August 2013  
Date



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## **FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 125,000 .00 (The period of the 12 month period is May 2012 / May 2013). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?  
YES ☒ NO ☐
3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	<b>Varies by item</b>	+2m per year	Origin
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other <b>TXMAS / PACE</b>	<b>Varies by item</b>	\$70K per year	Origin

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%)**: \_\_\_\_\_ **Proposed Discount (%)**: \_\_\_\_\_

**Explanation**: \_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Galls, LLC  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official  
**FORM L**

\_\_\_\_\_  
Kevin R. Brown  
Printed Name



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## REFERENCES AND PRICE/DISCOUNT INFORMATION

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

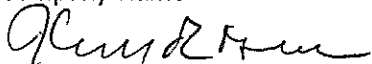
Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. BROKEN ARROW	TAMMERIA SHAW	918-259-7000	5-20%	\$70K	DESTINATION
2. DALLAS PD	KIMBERLY BREWER	214-670-6088	10-20%	\$500K	DESTINATION
WICHITA FALLS	STEVE				
3. POLICE DEPT	RABY	(940) 761-7993	BY LINE ITEM	\$300K	ORIGIN
OK DEPT	VONNIE				
4. CORRECTIONS	HUDSON	918-421-3209	BY LINE ITEMS	\$500K	ORIGIN
LAREDO	DAVID				
5. FD	MARTINEZ	956-718-6027	UNIFORM CONTRACT	\$200K	DESTINATION

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☒ NO ☐ If YES, please explain: \_\_\_\_\_

IF MANUFACTURERS REDUCE OUR COST, WE PASS THAT SAVINGS ON.

**PART II:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.) Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Galls, LLC  
Company Name  
  
Signature of Authorized Company Official

Kevin R. Brown  
Printed Name





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## **FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **References and Price Discount Information** (Form M)
- ☒ Completed: **Forms Checklist** (Form N)
- ☒ Completed: **Proposal Specifications with Catalogs/Pricelists and Manufacturer Letters**  
*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
		<b>Section I: Public Safety Supplies and Equipment</b>			
1	Discount % Off Catalog/Pricelist for Firearms and Ammunition	<b>Firearms and Ammunition --</b> State Discount % Off Catalog/Pricelist for all types of firearms and ammunition	No Bid	No Bid	No Bid
2	Discount % Off Catalog/Pricelist for Tactical Equipment	<b>Tactical Equipment --</b> State Discount % Off Catalog/Pricelist for all types of tactical equipment	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
3	Discount % Off Catalog/Pricelist for Night Sticks and Batons	<b>Night Sticks/Batons --</b> State Discount % Off Catalog/Pricelist for all types of night sticks/batons	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
4	Discount % Off Catalog/Pricelist for Rainwear and Jackets	<b>Rainwear and Jackets --</b> State Discount % Off Catalog/Pricelist for all types of rainwear and jackets	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
5	Discount % Off Catalog/Pricelist for Footwear	<b>Footwear --</b> State Discount % Off Catalog/Pricelist for all types of footwear	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
6	Discount % Off Catalog/Pricelist for Riot Equipment/Body Armor	<b>Riot Equipment/Body Armor --</b> State Discount % Off Catalog/Pricelist for all types of riot equipment/body armor	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
7	Discount % Off Catalog/Pricelist for Vehicle Equipment	<b>Vehicle Equipment --</b> State Discount % Off Catalog/Pricelist for all types of radar, lights, speakers, etc.	10% and call to confirm	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included

### PROPOSAL NOTE

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
8	Discount % Off Catalog/Pricelist for Tear Gas/Mace, etc.	<b>Tear Gas/Mace, Etc. -- State</b> Discount % Off Catalog/Pricelist for all types of tear gas, mace, etc.	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
9	Discount % Off Catalog/Pricelist for Night Vision/Thermal Imaging Equipment	<b>Night Vision/Thermal Imaging Equipment -- State</b> Discount % Off Catalog/Pricelist for all types of equipment	15% off Current retail/catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
10	Discount % Off Catalog/Pricelist for Flashlights, Batteries, Etc.	<b>Flashlights, Batteries, Etc. -- State</b> Discount % Off Catalog/Pricelist for all types of flashlights, batteries, etc.	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
11	Discount % Off Catalog/Pricelist for Bicycle Patrol Equipment	<b>Bicycle Patrol Equipment -- State</b> Discount % Off Catalog/Pricelist for all types of bicycle patrol equipment	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
12	Discount % Off Catalog/Pricelist for Handcuffs and Restraints	<b>Handcuffs/Restraints -- State</b> Discount % Off Catalog/Pricelist for all types of handcuffs and restraints	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
13	Discount % Off Catalog/Pricelist for Scopes and Binoculars	<b>Scopes and Binoculars -- State</b> Discount % Off Catalog/Pricelist for all types of scopes and binoculars	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
14	Discount % Off Catalog/Pricelist for Alcohol and Drug Testing Products	<b>Alcohol/Drug Testing Products -- State</b> Discount % Off Catalog/Pricelist for all types of alcohol/drug testing products	minimum 15% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included

### PROPOSAL NOTE

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## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
15	Discount % Off Catalog/Pricelist for Targets	<b>Targets</b> -- State Discount % Off Catalog/Pricelist for all types of targets	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
16	Discount % Off Catalog/Pricelist for Finger Print Equipment and Supplies	<b>Finger Print Equipment and Supplies</b> -- State Discount % Off Catalog/Pricelist for all types of finger print equipment and supplies	minimum 15% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
17	Discount % Off Catalog/Pricelist for Knives and Tools	<b>Knives and Tools</b> -- State Discount % Off Catalog/Pricelist for all types of knives	minimum 20% off current retail/Catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	no clearance items included
18	Discount % Off Catalog/Pricelist for Uniforms and Accessories	<b>Uniforms and Accessories</b> -- State Discount % Off Catalog/Pricelist for all types of uniforms, clothing, and accessories	minimum 25% off current retail/catalog prices	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	not to include customization such as direct embroidery, patches, heat press and screen printing. These items priced separately
19	Discount % Off Catalog/Pricelist for Weather Monitoring Systems	<b>Weather Monitoring Systems</b> -- State Discount % Off Catalog/Pricelist for all types of weather monitoring systems	No Bid	No Bid	No Bid
20	Discount % Off Catalog/Pricelist for Red Light Monitoring Systems	<b>Red Light Monitoring Systems</b> -- State Discount % Off Catalog/Pricelist for all types of red light monitoring systems	No Bid	No Bid	No bid
21	Discount % Off Catalog/Pricelist for Speed Enforcement Equipment	<b>Speed Enforcement Equipment</b> -- State Discount % Off Catalog/Pricelist for all types of red light monitoring systems	5-10% off current catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	Call for specific items and costs.

### PROPOSAL NOTE

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
22	Discount % Off Catalog/Pricelist for Emergency Radio Dispatch Consoles and related items	<b>Emergency Radio Dispatch Consoles and related items --</b> State Discount % Off Catalog/Pricelist for all types of consoles and related items	No Bid	No Bid	No Bid
23	Discount % Off Catalog/Pricelist for all Misc. Public Safety Products	<b>Miscellaneous Public Safety Supplies and Equipment --</b> State Discount % Off Catalog/Pricelist for all other products, equipment and supplies not listed above	5-20% off current retail/catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	Call for specific items and costs.
24	Discount (%) Off Catalog/Pricelist for Repair Parts of Various Brands	<b>Repair Parts --</b> State Discount % Off Catalog/Pricelist for all types of repair parts	No Bid	No Bid	NO Bid
25	Discount (%) Off Catalog/Pricelist for Public Safety Maintenance/Warranty Agreements	<b>Public Safety Maintenance/Warranty Agreements --</b> State Discount % Off Catalog/Pricelist for Maintenance/Warranty Agreements	all manufacturer's warranties apply	30 day no hassle guarantee from Galls on newly purchased items	excludes customized items unless produced in error by Galls production team
26	Please state the Hourly Labor Rate for Installation of Equipment and Systems of Various Brands	Please state the Hourly Labor Rate for: <b>Installation of Equipment and Systems</b>	\$ _____/Hour	No Bid	No Bid
27	Please state the Hourly Labor Rate for Repair/Service of Various Brands	Please state the Hourly Labor Rate for: <b>Repair/Service of Equipment and Systems</b>	\$ _____/Hour	No Bid	No Bid

### PROPOSAL NOTE

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

		Section II: Fire House Supplies and Equipment	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
28	Discount % Off Catalog/Pricelist for Breathing Apparatus	<b>Breathing Apparatus</b> -- State Discount % Off Catalog/Pricelist for all breathing apparatus	No Bid		
29	Discount % Off Catalog/Pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags	<b>Protective Clothing and Rescue Gear including Helmets and Gear Bags</b> -- State Discount % Off Catalog/Pricelist for all products	upto 20% off from retail/current catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	
30	Discount % Off Catalog/Pricelist for all Turnout Gear	<b>Turnout Gear</b> -- State Discount % Off Catalog/Pricelist for all turnout gear	case by case basis, call for discounts	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	dictated by volume style
31	Discount % Off Catalog/Pricelist for all Fire Fighters Protective Boots	<b>Fire Fighters Protective Boots</b> -- State Discount % Off Catalog/Pricelist for all protective boots	10%+, depending on brand/style	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	
32	Discount % Off Catalog/Pricelist for all Nomex Station Uniforms	<b>Nomex Station Uniforms</b> -- State Discount % Off Catalog/Pricelist for uniforms	upto 20% off from retail/current catalog pricing	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	
33	Discount % Off Catalog/Pricelist for all Footwear	<b>Footwear</b> -- State Discount % Off Catalog/Pricelist for all footwear	upto 25%	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	Depending on brand/style

### PROPOSAL NOTE

- \*Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 432-13 - Public Safety and Fire House Supplies and Equipment

(\*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount
34	Discount % Off Catalog/Pricelist for all Communication Devices and Systems	<b>Communication Devices and Systems</b> -- State Discount % Off Catalog/Pricelist for all communication devices and systems	No Bid	no bid	
35	Discount % Off Catalog/Pricelist for all EMS Supplies and Equipment	<b>EMS Supplies and Equipment</b> -- State Discount % Off Catalog/Pricelist for all EMS supplies and equipment	5-15%	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	
36	Discount % Off Catalog/Pricelist for all Portable Lighting Equipment	<b>Portable Lighting Equipment</b> -- State Discount % Off Catalog/Pricelist for all portable lighting equipment	10-15%	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	
37	Discount % Off Catalog/Pricelist for all Vehicle Light Bars, Sirens and Speakers	<b>Vehicle light bars, sirens and speakers</b> -- State Discount % Off Catalog/Pricelist all light bars, sirens and speakers	0-10%	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	Depending on brand/style
38	Discount % Off Catalog/Pricelist for all Uniforms	<b>Uniforms</b> -- State Discount % Off Catalog/Pricelist for all uniforms	upto 25%	<a href="http://www.galls.com">www.galls.com</a> to include special order items that are not advertised, please call	Depending on brand/style
39	Discount % Off Catalog/Pricelist for all Gas Detection Devices	<b>Gas Detection Devices</b> -- State Discount % Off Catalog/Pricelist for all gas detection devices	No Bid	No Bid	No Bid

### PROPOSAL NOTE

1. \*Catalogs/Pricelists are required to be submitted with Proposal



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

<u>Lone Star</u>		
Company Name		
<u>8430 N Sam Houston Pkwy W</u>		
Address		
<u>Houston</u>	<u>Tx</u>	<u>77064</u>
City	State	Zip
<u>832-237-8000 ext 115</u>	<u>832-237-8008</u>	
Phone Number	Fax Number	
<u> </u>		
Contact Person		

<u> </u>		
Company Name		
<u> </u>		
Address		
<u> </u>	<u> </u>	<u> </u>
City	State	Zip
<u> </u>	<u> </u>	
Phone Number	Fax Number	
<u> </u>		
Contact Person		





## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Best Uniforms Inc  
Company Name  
2716 Exchange Dr  
Address  
Willmington Nc 28405  
City State Zip  
910-791-6050 910-791-2699  
Phone Number Fax Number  
Jason Taran  
Contact Person

Best Uniforms Inc  
Company Name  
2124 Tomlynn St  
Address  
Richmond Va 23230  
City State Zip  
804-353-3999  
Phone Number Fax Number  
JASON TARAN  
Contact Person



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

February 16, 2016

**Sent via Email to: buyboard@galls.com**

Brittany Goble  
Galls, LLC  
1340 Russell Cave Road  
Lexington KY 40505

Re: Public Safety & Fire House Supplies & Equipment  
BuyBoard Contract 432-13

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Public Safety & Fire House Supplies & Equipment Proposal, RFP 432-13, will expire March 31, 2016.

At this time, we are renewing your contract through March 31, 2017. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett  
Contract Administrator

# Police Uniform Purchases

Chief Stan Standridge



# Uniform Purchases

- The Department provides sworn employees with \$600 per year to purchase uniforms and needed equipment, such as flashlights, handcuffs, gloves, and boots.
- This stipend does not include departmentally issued equipment like firearms or ballistic vests.
- The total budgeted in Patrol is \$91,400. This is enough to also cover torn uniforms, broken glasses, etc.
- Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Stan Standridge, Chief of Police**

**Resolution: Authorizing the purchase of ammunition exceeding \$50,000 for the Police**  
**SUBJECT: Department. (*Standridge*)**

---

**GENERAL INFORMATION**

The Police Department budgeted \$92,750 for ammunition and associated firearms accessories for FY 2016-2017. Accessories include Taser cartridges, simunitions, targets, and weapons supplies.

Ammunition is ordered in approximately six batches throughout the course of the FY. Most ammunition is ordered from Precision Delta. This vendor has a Texas Procurement and Support Services (TPASS) contract for Winchester Law Enforcement ammunition. TPASS has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts awarded by the federal government or any other governmental entity of any state. Precision Delta is the only state awarded contract for Winchester.

The only exceptions to ordering from Precision Delta include Federal Tactical buckshot and less-lethal beanbag rounds, which requires a different vendor who possesses a state contract to provide such ammunition.

When the Department orders ammunition, it breaks the purchases up into types: duty handgun; duty rifle; training; and shotgun. This prevents significant back orders from impacting the delivery of all types of ammunition. For example: if Winchester has a back order on .380 ammunition, they may hold the entire order until the backorder ceases, thereby saving them shipping costs. However, this directly affects the Department's supply of training ammunition, hence the desire to break purchases into types of bullets used. Over the course of the last three years, the Department's Range Master has seen orders take as few as 14 days to process, all the way to 20 months for delivery.

Ordering batches of ammunition from a single provider in the course of a FY require Council approval because aggregate purchases will exceed \$50,000.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

All expenditures were communicated in the original 2016-2017 City of Abilene budget. There are no new expenditures.

### **STAFF RECOMMENDATION**

Staff recommends Council approve the purchases of ammunition from Precision Delta through TPASS Contract #680-A1.

### **BOARD OR COMMISSION RECOMMENDATION**

#### **ATTACHMENTS:**

Description	Type
▣ Resolution	Resolution Letter
▣ Contract	Backup Material
▣ Updated presentation	Cover Memo

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

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE AMMUNITION  
FROM PRECISION DELTA THROUGH THE TEXAS PROCUREMENT & SUPPORT  
SERVICES (TPASS) CONTRACT #680-A1**

**WHEREAS**, this City Council finds the Abilene Police Department has budgeted \$92,750 for the purchase of ammunition and associated firearms accessories; and

**WHEREAS**, ammunition and firearms accessories are required items, essential to the services provided by the Abilene Police Department; and

**WHEREAS**, ammunition is ordered in approximately six batches throughout the course of the Fiscal Year. The Abilene Police Department uses Winchester Law Enforcement ammunition.

**WHEREAS**, the Texas Procurement and Support Services (TPASS) has been established, as an alternative purchasing method, with the use of Texas multiple award schedule (TXMAS) contracts.

**WHEREAS**, Precision Delta is the only state awarded contract for Winchester ammunition.

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

PART 1: The City approves the purchase of Winchester ammunition from Precision Delta.

PART 2: The City will use the Texas Procurement & Support Services (TPASS) Contract #680-A1.

PART 3: The City Manager or his designee is authorized to execute the necessary transaction(s) for the purchase of said ammunition and firearms accessories.

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

Adopted the \_\_\_\_ day of October, 2016

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

## Contract Details: # 680-A1

<b>Number</b>	680-A1
<b>Description</b>	Police Equipment & Accessories
<b>Category</b>	TxSmartBuy
<b>Type</b>	Term
<b>Start Date</b>	2/1/2015
<b>End Date</b>	8/31/2017
<b>Purchase Category Code(Agencies Only)</b>	PCC A
<b>Optional Renewal Terms</b>	September 1, 2017, through August 31, 2018 September 1, 2018, through August 31, 2019
<b>Purchase Orders</b>	Only purchase orders issued through TxSmartBuy are eligible for contract pricing. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the TxSmartBuy system.
<b>NIGP Code(s)</b>	680-04    680-08 680-12    680-20 680-24    680-44 680-48    680-50 680-52    680-53 680-56    680-56 680-60    680-61 680-65    680-67 680-77    680-84 680-86    680-87 680-88    680-92 680-95
<b>CPA Contract Management</b>	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:  TPASS Contract Management Office (TCMO) Texas Comptroller of Public Accounts (CPA) Fax: (512) 936-0040 Email: <a href="mailto:tpass_cmo@cpa.state.tx.us">tpass_cmo@cpa.state.tx.us</a>



<b>Expedited Payment Discount</b>	Following the contract award, additional products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items by contacting the TPASS Contract Management Office.
<b>Adding New Products to the Contract</b>	Following the contract award, additional products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. TPASS customers are encouraged to request additional items by contacting the TPASS Contract Management Office.
	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.
<b>Delivery Delays by Contractor</b>	Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.
	Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State Centralized Master Bidders List (CMBL).
<b>Compliant Products by Contractor</b>	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.
	Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
<b>Purchase Order Cancellation</b>	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. The cancellation must be processed through the TxSmartBuy system.
<b>Restocking Fee for Returned Products</b>	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%.

**Substitutions**

During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.

**Contractor Performance**

The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases over \$25,000 from contracts administered by CPA, or any other purchase over \$25,000 made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the [CPA VENDOR PERFORMANCE TRACKING SYSTEM](#).

The purpose of the Vendor Performance Tracking System is to:

- \* Identify vendors that have exceptional performance
- \* Aid purchasers in making a best value determination based on vendor past performance
- \* Protect the state from vendors with unethical business practices
- \* Provide performance scores in four measurable categories for the CMBL vendors
- \* Track vendor performance for delegated and exempt purchases

# Police Ammunition Purchases

Chief Stan Standridge



# Ammunition Purchases

- The Department budgeted \$92,750 for ammunition for the coming fiscal year.
- Officers qualify twice annually.



- The Department uses Winchester ammunition, which is provided by Precision Delta pursuant to Texas Procurement and Support Services (TPASS).
- Precision Delta has the only state-awarded contract for Winchester.
- Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Ronnie Kidd, Managing Director for Administration Mindy Patterson, Assistant City Manager**

**SUBJECT: Resolution: Approving the Agreement to Administer the 9-1-1 Program (*Kidd/Patterson*)**

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**GENERAL INFORMATION**

The Board of Managers (Board) for the Abilene/Taylor County 9-1-1 Emergency Communication District contracts with the City of Abilene (City) for the administration and operations of the 9-1-1 program, pursuant to V.T.C.A. Health and Safety Code, Section 772.307(c). The agreement is for a term of five (5) years and is up for renewal as of September 30, 2016.

**SPECIAL CONSIDERATIONS**

The Board considered and approved the renewal of the agreement for another five (5) year term at its public meeting on September 27, 2016.

**FUNDING/FISCAL IMPACT**

All 9-1-1 funds and activities are administered by the City, pursuant to the agreement between the Board and the City. The 9-1-1 District will pay the City based on the approved budget for the district and as reflected in the City's approved budget.

**STAFF RECOMMENDATION**

Staff recommends approval of the attached agreement, with an expiration date of September 30, 2021.

**BOARD OR COMMISSION RECOMMENDATION**

The 9-1-1 Board of Managers approved the attached agreement at its September 27, 2016 meeting.

**ATTACHMENTS:**

Description	Type
□ Resolution for Administration Agreement	Resolution Letter
□ Exhibit A - Agreement	Exhibit
□ Summary Presentation	Presentation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
APPROVING THE AGREEMENT TO ADMINISTER THE 9-1-1 PROGRAM**

**WHEREAS**, the Abilene-Taylor County 9-1-1 Emergency Communication District's board of managers contracts with the City of Abilene for the administration and operations of the 9-1-1 program pursuant to Chapter 772 of the Health & Safety Code, Section 307(c); and

**WHEREAS**, the most recent five year agreement expired on September 30, 2016; and

**WHEREAS**, the board of managers considered and approved the renewal of the agreement for an additional five years at the board's September 27, 2016 meeting; and

**WHEREAS**, attached as Exhibit A is the proposed new five year agreement with an expiration date of September 30, 2021.

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

Part 1: The City Council of the City of Abilene, Texas hereby approves the Agreement to Administer the 9-1-1 Program for the five year term ending September 30, 2021.

**ADOPTED this 13<sup>th</sup> day of October, 2016.**

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**STATE OF TEXAS  
COUNTY OF TAYLOR**

**AGREEMENT TO ADMINISTER 9-1-1 PROGRAM**

THIS AGREEMENT, made by and between the City of Abilene, Texas, a municipal corporation of Taylor and Jones Counties (hereinafter referred to as "CITY") and the BOARD OF MANAGERS for the 9-1-1 EMERGENCY COMMUNICATION DISTRICT (hereinafter referred to as "BOARD").

**WITNESSETH:**

THAT for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

**I.**

BOARD hereby employs CITY to administer the 9-1-1 Emergency Communication District of Taylor County, to serve and perform certain duties that at such times and places, and in such manner as may be required by the V.T.C.A. Health & Safety Code Sections 772.301 – 772.309, and as may be required by the BOARD, in furtherance of the purposes of the Emergency Communication District.

CITY agrees to perform faithfully the duties assigned by the BOARD, and to provide personnel adequate to carry out such duties. CITY is to make prompt and accurate reports to the BOARD, informing said BOARD of CITY'S transactions of business thereto, and work and expenses related to the administration of said District.

**II.**

IN CONSIDERATION for such service, BOARD agrees to compensate CITY as per the Annual Budget as approved by the BOARD. The Budget is subject to amendment by written agreement of both parties. BOARD agrees to compensate CITY for any reasonable expenses.

IT IS AGREED that the Budget year will begin October 1 and end on September 30 of the following year. Any partial year period covered under this AGREEMENT will be figured on a pro rata basis.

**III.**

THIS AGREEMENT shall be in effect from October 1, 2016, and shall expire September 30, 2021, it being the intention of the parties hereto to comply with the provision of the Emergency Telephone Number Act. If, for any reason, either party desires to terminate this Agreement, either party shall have the option to terminate this Agreement upon ninety (90) days written notice to the other party.



EXECUTED THIS 27<sup>th</sup> day of September, 2016.

CITY OF ABILENE

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:

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

Date Approved by City Council:

\_\_\_\_\_

BOARD OF MANAGERS  
9-1-1 DISTRICT

  
Board President

  
Secretary

Date Approved by Board:

27 Sep 2016

## **Resolution Approving the Agreement to Administer the 9-1-1 Program**

- The Board of Managers for the 9-1-1 District contracts with the City for the administration and operations of the 9-1-1 program
- The 5 year agreement expired September 30, 2016
- The Board wishes to renew the agreement for another 5 year period and approved doing so at its September 27, 2016 meeting
- Staff recommends Council approval of the new 5 year agreement with an expiration date of September 30, 2021





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Lesli Andrews, Director of Community Services**

**SUBJECT: Resolution: Adopting the Grover Nelson Park Master Plan. (*Andrews*)**

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**GENERAL INFORMATION**

The City of Abilene in partnership with the Abilene Zoological Society hired La Terra Studio to design the Grover Nelson Park Master Plan and give an opinion of probable cost to implement the plan. This was done as a result of two external stakeholder groups, Abilene Zoological Society (AZS) and Abilene Youth Sports Authority (AYSA), regarding the development of a new facility in Grover Nelson Park and the impact that this project and other future expansion would have on the existing facilities within the park. It became apparent during the process that it was in the best interest of all parties, including the City, to bring in a third party group to develop a plan for the immediate proposed facility as well as a long-term master plan for future development within the entire park.

**SPECIAL CONSIDERATIONS**

La Terra Studio worked with AYSA to help establish the best location for the proposed facility which was approved by City Council on March 24, 2016. La Terra Studio and City of Abilene staff also worked with American Electric Power (AEP), the Public Works Department, Texas Department of Transportation (TxDOT), Abilene Zoological Society, Parks and Recreation Board, and other Grover Nelson Park stakeholders in developing the plan.

**FUNDING/FISCAL IMPACT**

Adoption of the Grover Nelson Park Master Plan does not commit the City of Abilene to specific funding levels or implementation strategies, but provides a guidance plan for the City's vision for availability and growth of park and recreational services.

**STAFF RECOMMENDATION**

Staff recommends City Council approve the adoption of the Grover Nelson Park Master Plan.

**BOARD OR COMMISSION RECOMMENDATION**

Abilene Zoological Society approved the Grover Nelson Park Master Plan on July 7, 2016.

Parks and Recreation Board approved the Grover Nelson Park Master Plan on August 2, 2016.

**ATTACHMENTS:**

Description	Type
▣ Resolution	Resolution Letter
▣ Opinion of Probable Cost	Backup Material
▣ AYSA Support Letter	Backup Material
▣ Presentation	Presentation

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ADOPTING  
THE GROVER NELSON PARK MASTER PLAN**

**WHEREAS**, the City Council of the City of Abilene recognizes the need for a Grover Nelson Park Master Plan "the Plan" to provide recommendations for implementation over a ten-year period in an effort to provide for and continually improve park and recreational facilities, provide trail opportunities, preserve open spaces in the City of Abilene; and

**WHEREAS**, on October 1, 2015, the City of Abilene entered into an agreement with La Terra Studio for the purpose of creating the Plan; and

**WHEREAS**, the primary objective of "the Plan" is to provide recreational services desired by the citizens of Abilene; and

**WHEREAS**, in order to address recreational needs in the future, the City of Abilene has sought input from the citizens of Abilene, the Parks and Recreation Board, the Abilene Zoological Society, key park stakeholders, and the Parks and Recreation staff, and that input has been incorporated into "the Plan"; and

**WHEREAS**, "the Plan" complies with Texas Parks and Wildlife Department master plan guidelines which require parks and recreation needs to be prioritized and addressed in an action plan format; and

**WHEREAS**, the Abilene Zoological Society approved the Grover Nelson Master Plan on July 7, 2016; and

**WHEREAS**, the Parks and Recreation Board approved the Grover Nelson Master Plan on August 2, 2016; and

**WHEREAS**, the City Council, having taken into consideration the results conducted by La Terra Studio and the recommendation of the Abilene Zoological Society and the Parks and Recreation Board, determines that "the Plan" should be adopted.;

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

**Part 1:** That the Grover Nelson Master Plan for the City of Abilene, Texas, is hereby officially adopted, as attached hereto and incorporated herein for all intents and purposes.

**Part 2:** Adoption of the Grover Nelson Park Master Plan shall not commit the City of Abilene to specific funding levels or implementation strategies, but shall provide a guidance plan for the City's vision for availability and growth of park and recreational services.

ATTEST:

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Danette Dunlap, City Secretary, TRMC

Norm Archibald., Mayor

APPROVED:

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Stanley Smith, City Attorney

# Grover Nelson Park - Opinion of Probable Cost

Opinion Of Probable Cost - October 7th, 2016

	DESCRIPTION	QTY.	UNIT	UNIT PRICE	COST
<b>1</b>	<b>Five Plex Baseball / Softball Area</b>				
	Ballfield with Lighting (Dugouts/Scoreboard/Fencing/Turf..etc.)	5	EA	\$550,000.00	\$ 2,750,000.00
	Gathering Spaces (Hardscape and Landscape)	1	LS	\$125,000.00	\$ 125,000.00
	Concession / Restroom Building	1	LS	\$750,000.00	\$ 750,000.00
	Parking with Drive-aisle	430	EA	\$2,500.00	\$ 1,075,000.00
	Amenities (Benches/Picnic Tables Bike Racks / Lighting...etc.	1	Allowance	\$50,000.00	\$ 50,000.00
	12' Wide Trail	1,938	LF	\$84.00	\$ 162,792.00
	Site Work - Including Utilities and Stormwater	1	Allowance	\$250,000.00	\$ 250,000.00
					\$ 5,162,792.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 5,162,792.00	\$ 774,418.80
	Contingency	10%	Percentage	\$ 5,937,210.80	\$ 593,721.08
	<b>SUBTOTAL Five Plex Baseball / Softball Area:</b>				<b>\$ 6,530,931.88</b>
<b>2</b>	<b>Festival Garden</b>				
	Dog Park (Fencing, Gates, etc...)	2	EA	\$75,000.00	\$ 150,000.00
	Sand Volleyball Court	4	EA	\$10,000.00	\$ 40,000.00
	Basket Ball Court	2	EA	\$15,000.00	\$ 30,000.00
	Playground	1	LS	\$100,000.00	\$ 100,000.00
	Amenities (Benches/Picnic Tables Bike Racks / Lighting...etc.	1	Allowance	\$50,000.00	\$ 50,000.00
	Landscape and Hardscape	1	Allowance	\$200,000.00	\$ 200,000.00
	12' Wide Trail	2,675	LF	\$84.00	\$ 224,700.00
	Large Pavilion	1	EA	\$50,000.00	\$ 50,000.00
	2-Lane Road	841	LF	\$175.00	\$ 147,175.00
	Parking with Drive-aisle	210	EA	\$2,500.00	\$ 525,000.00
	Restroom	1	EA	\$250,000.00	\$ 250,000.00
	Site Work - Including Utilities and Stormwater	1	Allowance	\$150,000.00	\$ 150,000.00
					\$ 1,916,875.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 1,916,875.00	\$ 287,531.25
	Contingency	10%	Percentage	\$ 2,204,406.25	\$ 220,440.63
	<b>SUBTOTAL Festival Garden</b>				<b>\$ 2,424,846.88</b>
<b>3</b>	<b>Zoo Parking Improvements</b>				
	Parking with Drive-aisle	280	EA	\$2,500.00	\$ 700,000.00
	2 Lane Parking Lot Roads	500	LF	\$175.00	\$ 87,500.00
	Site Work - Including Utilities and Stormwater	1	Allowance	\$150,000.00	\$ 150,000.00
	12' Wide Trail	350	LF	\$84.00	\$ 29,400.00
	Hardscape & Landscape	1	Allowance	\$75,000.00	\$ 75,000.00
	Amenities (Benches/Picnic Tables Bike Racks / Lighting...etc.	1	Allowance	\$50,000.00	\$ 50,000.00
					\$ 1,091,900.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 1,091,900.00	\$ 163,785.00
	Contingency	10%	Percentage	\$ 1,255,685.00	\$ 125,568.50
	<b>SUBTOTAL Zoo Parking Improvements</b>				<b>\$ 1,381,253.50</b>
<b>4</b>	<b>Lake and Fishing Area</b>				
	Fishing Pier	1	LS	\$75,000.00	\$ 75,000.00
	12' Wide Trail	2,640	LF	\$84.00	\$ 221,760.00
	Pavilions	3	EA	\$40,000.00	\$ 120,000.00
	Site Work - Including Utilities and Stormwater	1	Allowance	\$150,000.00	\$ 150,000.00
	Amenities (Benches/Picnic Tables Bike Racks / Lighting...etc.)	1	Allowance	\$50,000.00	\$ 50,000.00
	2 Lane Road	1,215	LF	\$175.00	\$ 212,625.00
	Parking with Drive-aisle	150	EA	\$2,500.00	\$ 375,000.00
	Event Lawn & Stage	1	LS	\$200,000.00	\$ 200,000.00
	Restroom	1	LS	\$250,000.00	\$ 250,000.00
	Landscape & Prairie Restoration	1	LS	\$150,000.00	\$ 150,000.00
	Fishery and Aquatic Habitat Restoration	1	Allowance	\$200,000.00	\$ 200,000.00
					\$ 2,004,385.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 2,004,385.00	\$ 300,657.75
	Contingency	10%	Percentage	\$ 2,305,042.75	\$ 230,504.28
	<b>SUBTOTAL Lake and Fishing Area</b>				<b>\$ 2,535,547.03</b>

	DESCRIPTION	QTY.	UNIT	UNIT PRICE	COST
5	Soccer / Flex Field Complex				
	Soccer / Flex Field (Artificial Turf & Lighting)	10	EA	\$550,000.00	\$ 5,500,000.00
	12' Wide Trail	4,395	LF	\$84.00	\$ 369,180.00
	Concession / Restroom	1	LS	\$750,000.00	\$ 750,000.00
	Pavilion	2	EA	\$40,000.00	\$ 80,000.00
	Landscape (grass areas and parking lots adjacent to turf fields)	1	LS	\$150,000.00	\$ 150,000.00
	Site Work - Including Utilities and Stormwater	1	Allowance	\$250,000.00	\$ 250,000.00
	Amenities (Benches/Picnic Tables Bike Racks / Lighting...etc.	1	Allowance	\$50,000.00	\$ 50,000.00
	Parking with Drive-aisle	555	EA	\$2,500.00	\$ 1,387,500.00
					\$ 8,536,680.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 8,536,680.00	\$ 1,280,502.00
	Contingency	10%	Percentage	\$ 9,817,182.00	\$ 981,718.20
	SUBTOTAL Soccer / Flex Field Complex				\$ 10,798,900.20
6	Internal Park Road-P1				
	4 Lane Divided Park Road	2,048	LF	\$300.00	\$ 614,400.00
	Landscape Median	1,833	LF	\$30.00	\$ 54,990.00
					\$ 669,390.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 669,390.00	\$ 100,408.50
	Contingency	10%	Percentage	\$ 769,798.50	\$ 76,979.85
	SUBTOTAL Internal Park Road-P1				\$ 846,778.35
7	Internal Park Road-P2				
	4 Lane Divided Park Road	2,674	LF	\$300.00	\$ 802,200.00
	Landscape Median	2,437	LF	\$30.00	\$ 73,110.00
					\$ 875,310.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 875,310.00	\$ 131,296.50
	Contingency	10%	Percentage	\$ 1,006,606.50	\$ 100,660.65
	SUBTOTAL Internal Park Road-P2				\$ 1,107,267.15
8	Internal Park Road-P3				
	4 Lane Divided Park Road	835	LF	\$300.00	\$ 250,500.00
	Landscape Median	606	LF	\$30.00	\$ 18,180.00
					\$ 268,680.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 268,680.00	\$ 40,302.00
	Contingency	10%	Percentage	\$ 308,982.00	\$ 30,898.20
	SUBTOTAL Internal Park Road-P3				\$ 339,880.20
9	" New "Transformer Lane				
	2-Lane Road	3,086	LF	\$175.00	\$ 540,050.00
					\$ 540,050.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 540,050.00	\$ 81,007.50
	Contingency	10%	Percentage	\$ 621,057.50	\$ 62,105.75
	SUBTOTAL Transformer Lane Rd.				\$ 683,163.25
10	TX DOT Access Road Improvements				
	Per City Estimates	1	LS	\$1,700,000.00	\$ 1,700,000.00
					\$ 1,700,000.00
	Softcost (Design and Contractor Fees/Mark-up)	15%	Percentage	\$ 1,700,000.00	\$ 255,000.00
	Contingency	10%	Percentage	\$ 1,955,000.00	\$ 195,500.00
	SUBTOTAL TX DOT Access Road				\$ 2,150,500.00
Total Estimated Opinion of Probable Cost					\$ 28,799,068.43





October 13, 2016

Attention: Abilene City Council

Regarding: Grover Nelson Park Concept Master Plan

The Abilene Youth Sports Authority Board of Directors supports the Conceptual Master Plan for the potential future development of Grover Nelson Park, as presented by Abilene Community Services.

We believe this Master Plan represents an exciting vision for strengthening Abilene as a premier community to visit, live, work, and raise families for many generations.

Sincerely,

Jon A. Smith  
Executive Director

  
Mark Zachary  
Board Chairperson

# Grover Nelson Park Master Plan

October 13, 2016



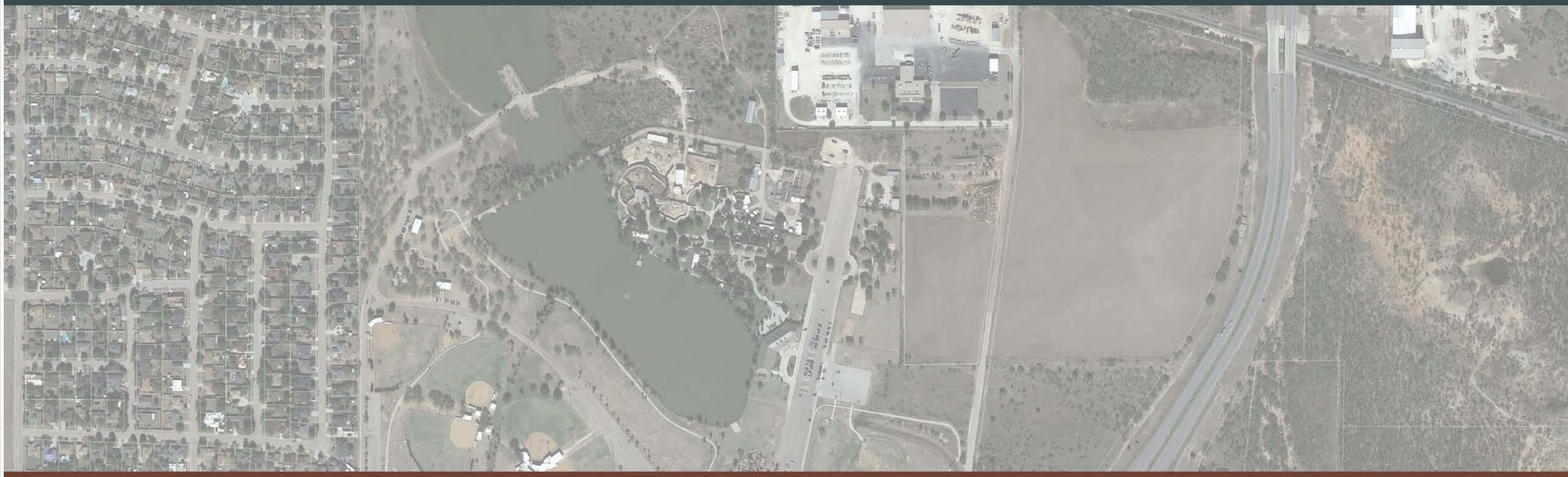
# GROVER NELSON PARK

## MASTER DEVELOPMENT PLAN

CITY COUNCIL PRESENTATION

City of Abilene, Texas

October 13, 2016







- The city of Abilene, Texas is a slow and steadily growing community located in Taylor and Jones Counties in west central Texas. The current population is 119,151 and projected to increase to 131,036 by 2030.
- The city's park system offers 26 developed park sites and has identified 6 additional City owned potential park sites totaling 1287 acres.
- An updated Parks, Recreation & Senior Facilities Master Plan was created in November of 2014 examining current and future parks and recreation needs. From the Parks & Rec master-plan, 12 overall
  - Park system as a **leader** in western Texas
  - Focus on **indoor and outdoor recreation** needs for the next 5-10 years
  - **Accessibility**
  - Pursue of **funding partnership** opportunities
  - Identification and focus on "**core**" services
  - Parks as a **timeless** amenity
  - Parks as **focal point** in the community
  - **Connectivity** and linkage
  - Detention and drainage land as **green opportunities**
  - Value and **preservation** of open space
  - Focus on **Sustainability**
  - Reduction in maintenance need
- Water park, spray parks and modernized pool facilities were the **number one** request from user surveys.
- Favorite recreational activity was listed as walking/jogging/running







COMMUNITY PARK LOCATION MAP

CITY PARKS		
Pocket Parks	5	<ul style="list-style-type: none"> <li>• Carver Park</li> <li>• Chavez South Park</li> <li>• Everman Park</li> <li>• Nelson Wilson Park</li> <li>• Vera Hall Minter Park</li> </ul>
Neighborhood Parks	6	<ul style="list-style-type: none"> <li>• C.W. Gill Park</li> <li>• Jackson Park</li> <li>• Lee Park</li> <li>• North Park</li> <li>• Reyes Flores Park</li> <li>• Southwest Neighborhood Park (Potential Park)</li> </ul>
Community Parks	15	<ul style="list-style-type: none"> <li>• Arthur Sears Park</li> <li>• Cal Young Park</li> <li>• Cobb Park</li> <li>• Kirby Park</li> <li>• MLK Park</li> <li>• <b>Grover Nelson Park</b></li> <li>• Oscar Rose Park</li> <li>• Red Bud Park</li> <li>• Scarborough Park</li> <li>• Sea Bee Park</li> <li>• Southwest Drive Complex</li> <li>• Stevenson Park</li> <li>• University Park (Potential Park)</li> <li>• Vaughn Camp Park</li> <li>• Will Hair Park</li> </ul>
Regional Parks	6	<ul style="list-style-type: none"> <li>• East Lake Fort Phantom Park (Potential Park)</li> <li>• Johnson Park</li> <li>• Lake Kirby Park</li> <li>• Motocross Park (Potential Park)</li> <li>• Northeast Lake Fort Phantom Park (Potential Park)</li> <li>• Southeast Lake Fort Phantom Park (Potential Park)</li> </ul>



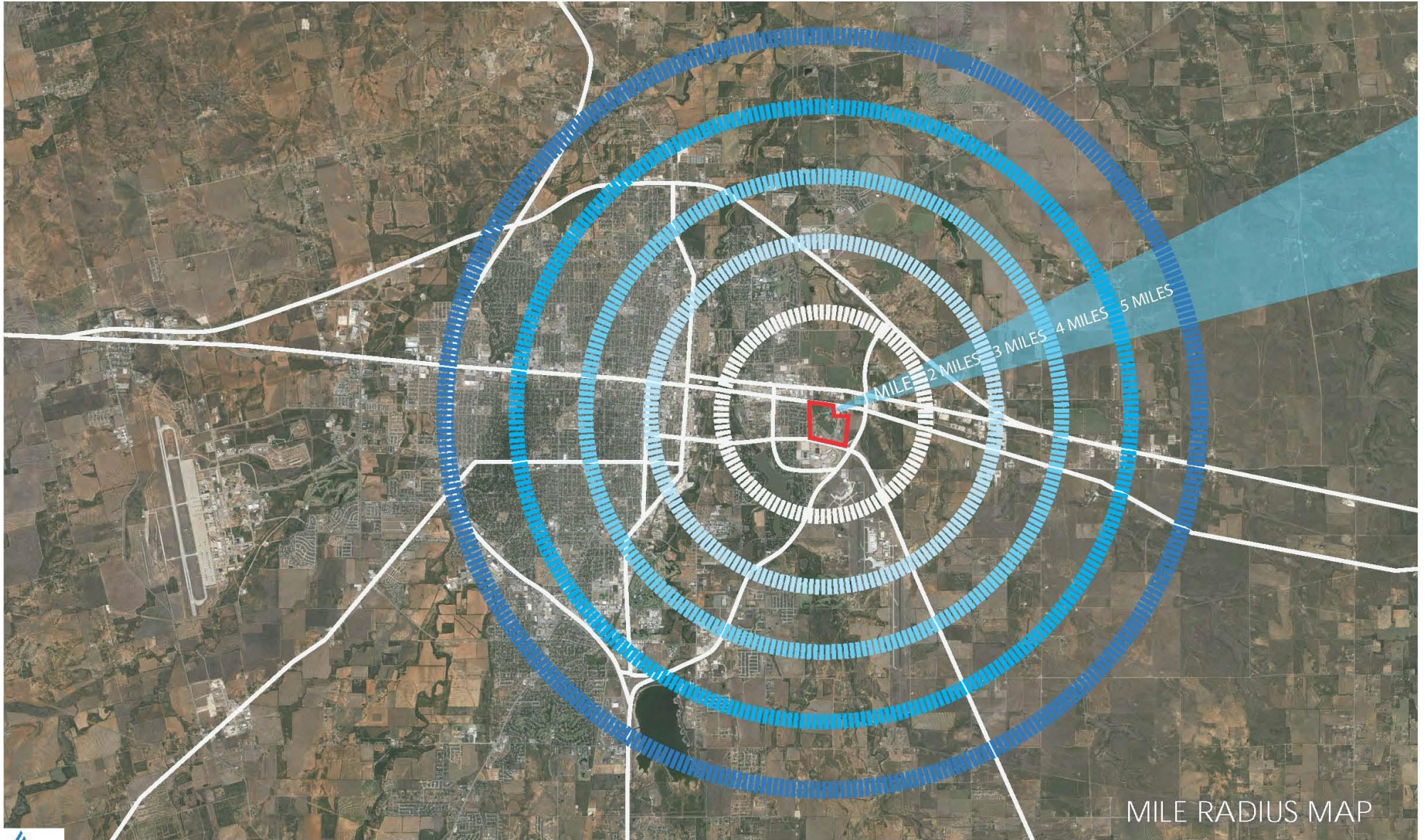
## COMMUNITY PARKS

- These parks are larger parks that are usually reached by automobiles, although residents adjacent to the park and trail users may walk or bicycle to them. A variety of recreational facilities are provided, including in some cases, lighted playing fields for organized sports, hike/ bike trails, swimming pools and sufficient parking to accommodate participants, spectators, and other park users. The park facilities at Rose Park are ideal examples of community park facilities.
- **Size** - The typical community park should be large enough so it can provide a variety of facilities while still leaving open space for unstructured recreation and natural areas. The park should also have room for expansion so that new facilities can be added to continue to attract users. A typical community park varies in size from 15 acres to over 50 acres.
- **Location** - Community parks should be located near a major thoroughfare to provide easy access from different parts of the City. Because of the potential for noise and bright lights at night, community parks should be buffered from adjacent residential areas.
- **Type** - There are essentially two types of community parks: active and passive. Each type has a different set of facilities provided and an overall different character. Active community parks typically focus on high-intensity recreation such as lighted competitive game fields, recreation centers, and manicured vegetation. Passive community parks, on the other hand, typically have low-intensity uses such as hiking, picnicking, and free play. Passive community parks generally have a large amount of natural and unprogrammed space in the park. When a community park is large enough, it can sometimes be both types by having areas that are active and areas that are passive within the same park.
- **Existing Park Facilities Quality Assessment Study needed**

Facility	Current Amount	Current LOS (1 facility per capita)	2020 Need (Based on Population of 125,179)
Baseball fields	18	6,620	21 (deficit of 3)
Softball fields	23	5,180	21 (no deficit)
Soccer fields	0	23,830	17 (deficit of 17)
Football/flat fields	2	60,479	13 (deficit of 11)
Basketball courts	7	17,022	13 (deficit of 6)
Group pavilions	23	5,180	31 (deficit of 8)
Playgrounds	22	5,415	31 (deficit of 9)
Tennis courts	21	5,675	21 (need 4 covered courts)
Trails (in miles)	11.5	10,360	17.0 (deficit of 5.5)
Volleyball courts	4	29,788	13 (deficit of 9)
Event facilities	1	1 small venue per city	Deficit of 1 large venue
Overall need for practice space and/or practice fields for all sports.			











## GROVER NELSON PARK CONTEXTUAL MAP

- BUILT 1956
- 174 ACRES
- 2 GROUP PAVILIONS
- 2 PLAYSAPES
- RECYCLING AREA
- FESTIVAL GARDEN
  - BASKETBALL COURT
  - VOLLEYBALL COURT
- 5 SOFTBALL FIELDS
- FISHING LAKE
- ZOO
- DOG PARK
- SPLASH PAD
- WALKING TRAILS

Abilene's premier park with recent additions and upgrades including:

- a splash pad
- dog park
- walking trails
- new play areas
- central restroom building

Recommendations from masterplan guild include:

- Additional trail development adjacent to the natural areas
- 2-3 additional shade structures to be located adjacent to the lake and central areas
- Enhanced entry to the zoo





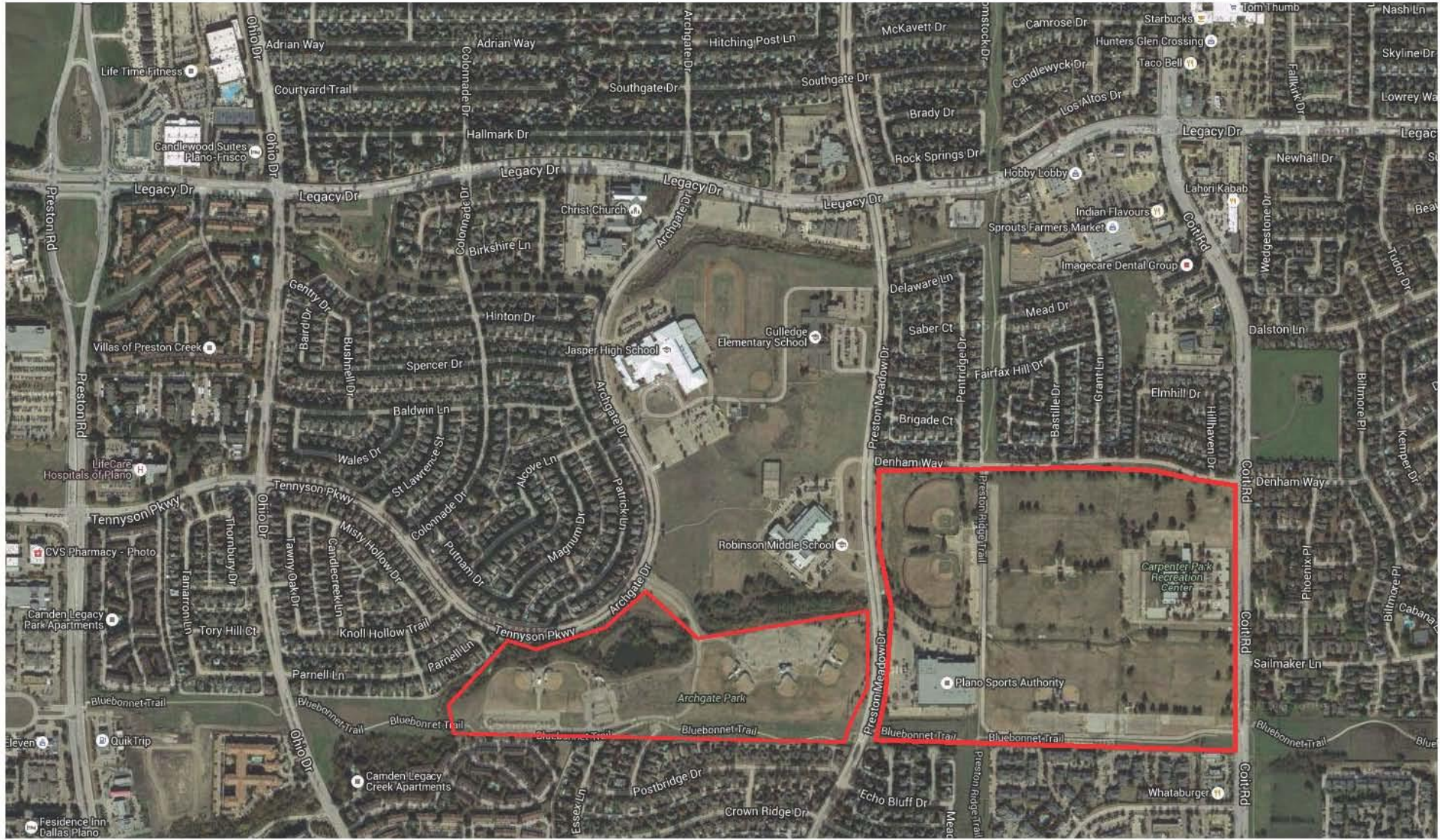
## GROVER NELSON PARK CONCEPT OPPORTUNITIES



- AYSA building
- Additional trail development adjacent to the natural areas
- Additional shade structures to be located adjacent to the lake and central areas
- Enhanced entry to the zoo
- Increased park area
- 174 acres to 228 acres
- New park road alignment
- Sustainability / Recycling Center
- Community Garden
- Outdoor Classrooms / Outdoor learning
- Botanic Garden/Arboretum
- Event Lawn / Amphitheater
- Multi-use fields
- Space for Zoo expansion
- Retail / Commercial
- Water Park
- Improved facilities
- Picnic areas
- Fishing docks
- Self-sustained fisheries, habitat management, and pond access improvements







CARPENTER PARK  
Plano, TX





ENFIELD PARK  
Plano, TX



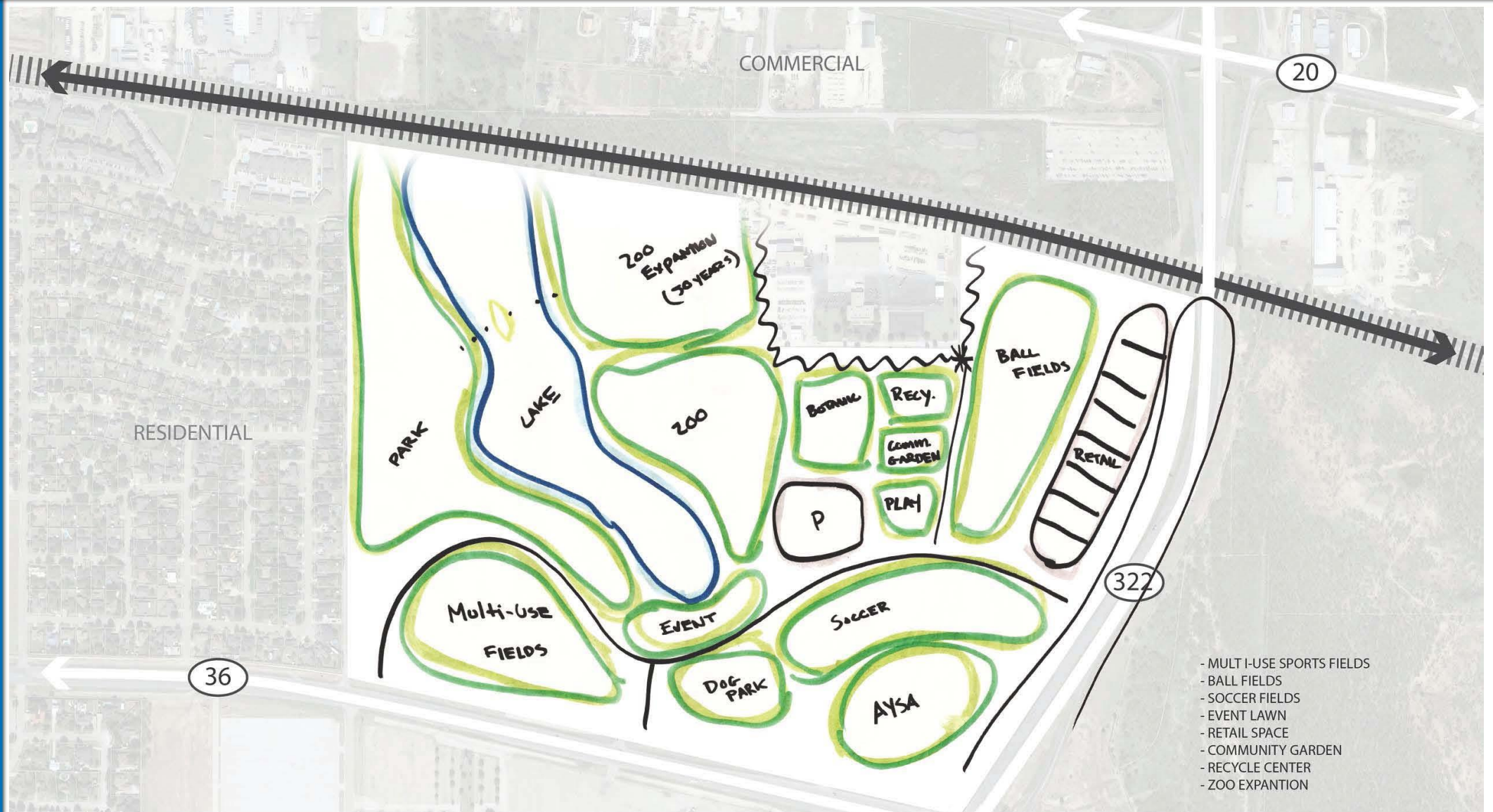




GABE NESBITT PARK  
McKinney, TX







Bubble Diagram of Program Elements  
OPTION 5







# GROVER NELSON PARK

## CONCEPT MASTERPLAN

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OCTOBER 13, 2016







# GROVER NELSON PARK

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CONCEPT MASTERPLAN  
PROJECT SEGMENTS TOTAL: +/- \$28,800,000

OCTOBER 13, 2016







# GROVER NELSON PARK

## CONCEPT ROAD LAYOUT

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OCTOBER 13, 2016





# Opinion of Probable Cost

- The opinion of probable cost is broken down into 10 sections.
  1. Five Plex Baseball/Softball Area \$ 6,530,932  
ballfields with lighting, concession, restroom, amenities, and trail
  2. Festival Garden \$ 2,424,847  
dog park, volleyball, basketball, playground, pavilion restroom, amenities
  3. Zoo Parking Improvements \$ 1,381,253  
parking, trail, amenities
  4. Lake and Fishing Area \$ 2,535,547  
fishing pier, trail, pavilions, amenities, event lawn and stage, restoration habitats
  5. Soccer/Flex Field Complex \$10,798,900  
soccer/flex fields, trail, concession, restroom, pavilion, amenities

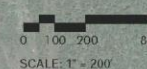


# Opinion of Probable Cost

6. Internal Park Road P1 road around Festival Garden	\$846,779
7. Internal Park Road P2 road around the five plex baseball/softball complex	\$ 1,107,267
8. Internal Park Road P3 road around the soccer/flex field complex	\$339,880
9. “New” Transformer Lane new Transformer Lane giving AEP ingress/egress around the park	\$683,163
10. TxDOT Access Road Improvements	\$ 2,150,500
<b>TOTAL ALL SECTIONS</b>	<b>\$28,799,068</b>







# GROVER NELSON PARK

la terra studio™

...QUESTIONS ?

OCTOBER 13, 2016







**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director of Transportation Services**

**SUBJECT: Resolution: Authorizing the City Manager to Execute the Master Contract for the Airport Master Plan - Garver Task Order 9. (Green)**

---

**GENERAL INFORMATION**

As part of the Airport's FY16 Airport Improvement Program (AIP) Grant 46, Task Order 9, under the Master Contract with Garver, is requested to be considered for authorization. Under this task order, Garver will provide the consulting and planning services necessary to update Abilene Regional Airport's Master Plan. The Airport Master Plan consists of many elements used to determine the best use of the airport for the next five, ten and twenty years. It guides Airport Management in land use on and around the airport and predicts areas of airport growth. A major component of a master plan is the Airport Layout Plan (ALP), which provides critical technical information used for aircraft performance and identifying and protecting airspace and noise sensitive areas. Therefore, it is important to have current information available to Airport Management, Federal Aviation Administration (FAA), pilots and other airport users; however, the last Airport Master Plan was completed in 2002. In accordance with FAA guidance and Advisory Circulars, Garver will conduct the tasks described in Task Order 9 Appendix A. The fee for this service is a fixed in the amount not to exceed \$726,100.00.

**SPECIAL CONSIDERATIONS**

A review of Garver's fee, called an Independent Fee Estimate was conducted by the engineering firm RS&H. RS&H determined that a customary charge for this service would be \$780,089. Garver's fee is approximately 6.9% below the customary charge.

**FUNDING/FISCAL IMPACT**

This task order is funded 90% (\$653,490) by AIP Grant 46. The city's 10% match (\$72,610) is funded by Proposition 9 of the 2015 General Obligation Bond.

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board approved its recommendation at its September 14 meeting.

**ATTACHMENTS:**

Description	Type
▣ Garver Task Order 9 Resolution	Resolution Letter
▣ Garver Task Order 9	Backup Material
▣ Airport Master Plan Presentation	Presentation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER 9 WITH  
GARVER FOR PROFESSIONAL SERVICES ASSOCIATED WITH AIRPORT  
MASTER PLAN UPDATE.**

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

**WHEREAS**, Abilene Regional Airport participates in the Airport Improvement Program  
through the Federal Aviation Administration (FAA), as authorized by the Congress of the United  
States of America;

**WHEREAS**, Abilene Regional Airport has demonstrated to FAA the need for Fiscal  
Year 2016 grant funding to update the Airport Master Plan; and

**WHEREAS**, this project will require qualified airport planning and engineering; and

**WHEREAS**, the City has a 2013 master contract with Garver for such services; and

**WHEREAS**, the City of Abilene accepted Airport Improvement Program Grant 46 in the  
amount of \$1,234,022 to include funding for this project.

**WHEREAS**, the fee for Task Order 9 is \$726,100 and is eligible for funding by Airport  
Improvement Program Grant 46.

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

- I. That the City Manager is authorized to execute Task Order 9 with Garver for  
Abilene Regional Airport's Master Plan Update for \$726,100.
- II. That Ninety Percent (90%), which is \$653,490, of this cost is funded by FAA AIP  
Grant 46 and Ten Percent (10%), which is \$72,610, is the city's Local Grant Match  
funded by the 2015 General Obligation Bond Proposition 9.

**ADOPTED this 13th day of October 2016.**

ATTEST:

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

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

APPROVED:

\_\_\_\_\_

Stanley Smith, City Attorney

**TASK ORDER NO. 9  
CITY OF ABILENE  
ABILENE REGIONAL AIRPORT  
AIRPORT MASTER PLAN  
Garver Project No. 16081250**

In accordance with the Agreement dated June 1, 2013 between **City of Abilene**, hereinafter called "City" and **Garver, LLC**, hereinafter called "Consultant", City and Consultant agree as follows:

1. **Project Owner:** City of Abilene
2. **Project Title:** Airport Master Plan
3. **Project Description:** Develop an Airport Master Plan for the Abilene Regional Airport in accordance with the requirements of the Federal Aviation Administration (FAA) and the City of Abilene.
4. **Scope of Services:** See attached scope of services.
5. **Responsibilities of Client:** In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:
  - a) Giving thorough consideration to all documents presented by Consultant and informing Consultant of all decisions within a reasonable time so as not to delay the work of Consultant.
  - b) Paying all plan review and advertising costs in connection with the project.
  - c) Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
6. **Schedule:** Consultant shall begin work under this Task Order within ten (10) days of a Notice to Proceed and shall complete on a mutually agreeable schedule.
7. **Payment to Engineer:** The lump sum amount to be paid under this Task Order is \$726,100. For informational purposes, a breakdown of the Consultant's estimated costs is attached with approximate current hourly rates for each employee classification. The City will pay the Consultant on a monthly basis, based upon statements submitted by the Consultant to the City indicating the estimated proportion of the work accomplished.
8. **Attachments:**
  - a) Scope of Work
  - b) Fee Summary
  - c) Project Schedule

**Approval and Acceptance**

Approval and acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. The Consultant is authorized to begin performance upon receipt of a copy of this Work Order signed by the City.

The Effective Date of the Work Order is \_\_\_\_\_.

**City of Abilene**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Garver, LLC**

  
\_\_\_\_\_  
Signature

Name: FRANK MCCUSKER

Title: VICE PRESIDENT





**APPENDIX A  
SCOPE OF SERVICES  
ABILENE REGIONAL AIRPORT  
AIRPORT MASTER PLAN**

**GENERAL**

In accordance with the requirements of the Federal Aviation Administration (FAA) and for the City of Abilene, Aviation Department (Owner), this Scope of Services outlines the tasks necessary to conduct an Airport Master Plan (AMP) for the Abilene Regional Airport (ABI). This AMP will entail the determination of trends and activities affecting ABI, and the preparation of a plan to guide future airport development. It will be developed in accordance with FAA guidance found in the pertinent and applicable Advisory Circulars (AC).

Development of an AMP is a step toward achieving continuity in the development of community services for residents and commercial/industrial interests in the City of Abilene and the Abilene Metropolitan Statistical Area (AMSA). Proper planning and timely development at ABI will ensure the continued viability of the facility from a functional, social, and environmental perspective. The AMP will provide the Owner and ABI with a comprehensive overview of the airport's needs for the next 20-year time period, including a preferred development plan (airside and landside), costs for this development, methods of financing, management options, and a clear plan of action.

The AMP will act to define the current and future role of the ABI facilities within the local, regional, and national aviation system. The master planning activities will also provide a capital improvement program for future airport development, as well as an environmental overview delineating the relationship of ABI with the surrounding environment. This planning effort will result in the collection of aeronautical data in accordance with the most recent guidance from FAA Airports Geographic Information System (A-GIS) standards and development of a computerized/electronic Airport Layout Plan (ALP) meeting FAA criteria.

The approach to undertake the Master Plan Study has been outlined in the following elements of this Scope of Services.

**ELEMENT 1 - PROJECT ADMINISTRATION, INITIATION, AND INTRODUCTION**

**Task 1.1 – Project Administration and Support**

Garver (Consultant) will serve as the Owner's representative throughout the AMP and furnish consultation and advice to the Owner during the performance thereof. The Consultant will coordinate funding options with the FAA and will prepare and E-File all necessary documentation required to fulfill project programming and airspacing requirements. The Consultant will prepare all necessary grant applications and supporting documents for the Owner's submission to the FAA. The Consultant will prepare and submit all FAA project documents/working papers, project tracking documents, and quarterly performance reports. The Consultant will prepare and submit all required project close-out documents to the FAA and other agencies, as appropriate.

**Task 1.2 – Prepare Scope of Work, Budget, and Schedule**

In accordance with FAA guidelines and in coordination with ABI and FAA instructions, the Consultant will prepare an outline of the basic elements of the AMP and identify respective individual work tasks



necessary to meet both the requirements set by the Owner and FAA for each element of the work scope. A detailed description of each individual work task describing specific work effort involved and resultant work product/deliverables of the work effort will be prepared.

### **Task 1.3 – Establish Project Committees**

Two committees will be established to guide the study process and provide review and input to draft reports and working documents throughout the planning process. The first committee, titled the Executive Committee (EC), will be comprised of staff from the Airport, City of Abilene, and FAA. The EC will provide project review, oversight, and direction for the Consultant and the Master Plan Steering Committee (MPSC). The EC will appoint the members of the MPSC and direct them in their efforts during project development. The MPSC will serve in the capacity of a sounding board and linkage to airport users, including local, state, and federal agencies and the general public. The MPSC will be composed of the EC, Airport Advisory Board, and other local community and planning agency representatives from the AMSA, and tenants and other affected airport users. In addition, the EC may opt to include representation from neighborhood or homeowner's associations, economic development corporations, school districts, environmental groups, and Chamber of Commerce from the various cities within the AMSA. The MPSC will provide technical and community review, as well as input and guidance to the ABI AMP.

### **Task 1.4 – Kick-off Meeting – Owner, Airport, and Committees**

A formal Kick-off Meeting will be held with the EC and MPSC to review the vision, mission, and attributes of ABI through a strengths, weakness, opportunities and threats (SWOT) analysis process and to review the project schedule, goals, and objectives. The SWOT analysis will be used to guide the study process. The MPSC will receive instruction and direction for their involvement and time commitment during the airport master planning process.

### **Task 1.5 – Abilene Regional Introduction Narrative**

An introduction chapter to the master plan will be prepared to introduce the purpose and need for the master plan and process. It will document the public involvement process and project committees, and discuss the SWOT analysis completed with the project committees. The airport locality within the community and region will be presented along with an overview of Owner hierarchy and management for ABI.

Study workbooks will be developed with twenty (20) standard three-ring notebooks provided for distribution to the Owner, Consultant Team, FAA, and committee members for use during the AMP study. A workbook cover will be designed and the workbook format will be developed with sections for inserting working papers, notes, and other pertinent project information.

### **Task 1.6 – Abilene City Council Briefing**

The Abilene City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule and major objectives and milestones.

### **Task 1.7 – Tenant/Public Open-House**

As the initial part of a public involvement campaign during the ABI AMP process a tenant/public open-house meeting will be held on the same day at the Council Briefing in Task 1.6. The purpose of this meeting will be to inform ABI tenants and the general public about the project scope and schedule,



and to solicit public/tenant input. This meeting will be conducted at an appropriate location within the City of Abilene. This meeting will be an informal, open-house meeting designed around a two-hour block after normal working hours. As an open-house meeting, attendees will be invited to attend at their leisure anytime during the meeting period. ABI and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the AMP process.

## **ELEMENT 2 – INVENTORY OF EXISTING CONDITIONS**

### **Task 2.1 – Review and Evaluate Existing Documents**

Existing reports and studies pertaining to ABI and surrounding area planning and development will be collected. These studies will provide essential background and reference information to enhance understanding of existing and projected airport activities, as well as provide insight into relevant planning issues and constraints. Each relevant study will be reviewed for all pertinent records that may impact the master planning process. This task will be completed through a physical inventory of existing facilities, personal on-site interviews of key stake-holders, and other resource gathering techniques. This task will also include the acquisition of relevant property information to be used in the study but will not include a new property survey.

### **Task 2.2 – Inventory Airport Physical Facilities**

The facilities inventory will consist of an on-site review of existing airfield and landside facilities with attention focusing on their size, condition, use, and configuration. Included in this inventory will be the identification of property owned by the Owner and its existing use. Following is an outline of key elements to be inventoried:

- **Airfield** – Runway/taxiway configuration including pavement strength and condition, marking, signage, lighting, navigational aids, aircraft circulation, and access to airport operational areas will be reviewed;
- **Terminal Building** – Airside and landside components of the current terminal building facility will be inventoried. Externally, on the airside, attention will be focused on the number and configuration of aircraft ramp positions and boarding bridges. On the landside, the external focus will be on automobile circulation, parking, and access. Internally, the focus will be on passenger circulation within the terminal building, distribution of space by functional use, number of gates, facility utilization, and age and condition of the terminal building. The terminal building analysis will include the extent of compliance relative to basic building codes. A general building code and regulatory review will be conducted for the existing terminal building. The adequacy/utilization and condition of the security screening facilities and procedures will be addressed as well;
- **General Aviation (GA) Facilities** – Structures devoted for the use of GA and fixed base operator (FBO) functions will be identified and evaluated as to their ownership, size, use (maintenance hangar, storage hangar, office, etc.), age and/or condition, and tenant lease information. These facilities including ramp areas and number of tie-downs will be identified and quantified by area or other appropriate measure. Age or condition of the facility will be identified as will the utilization and location;



- **Land Holdings** – Owner land interests for ABI, including areas owned in fee simple and easement interests and lease areas, will be identified. This information will be incorporated into the ALP Update, as appropriate;
- **Airport Automobile Access and Parking Facilities** – The following parking components will be inventoried: geometrics of short-term, long-term, employee parking, cell phone lots, parking access/revenue control equipment, operating methodologies, signage, and rate structure;
- **Support Facilities** – Utilities supporting ABI operations (civilian and military) will be reviewed. The water system, sewer system, storm water system, gas distribution system, electrical distribution system, and telephone service will be documented. This information is of particular importance in the assessment of alternative airport development options and the recommendations relating to the future aeronautical and non-aeronautical land use patterns. Airport support facilities to be inventoried will include, but not necessarily be limited to, airport rescue and firefighting (ARFF) facilities and equipment, rental car services and facilities, airport administration, fueling facilities, and airport maintenance shops and equipment; and,
- **Airport Recycling, Reuse, and Waste Reduction** – The following tasks will be completed as a part of the inventory process for airport recycling program:
  - Collect baseline information on ABI's waste management program;
  - Assess existing waste management program;
  - Assess opportunities for expansion of recycling program;
  - Develop recommendations for improving the recycling program; and,
  - Measure performance through development of a spreadsheet to enable continuous monitoring of recycling performance at ABI.

### **Task 2.3 – Airspace/Air Traffic Control**

Air traffic control facilities responsible for handling traffic into and out of ABI will be identified and their procedures, as they relate to ABI, will be analyzed. An inventory of the area airspace will be undertaken with emphasis on the identification of airways, restricted areas, intersections, and obstructions. This task will identify operational limitations due to traffic interactions with other civilian and military airports in the region, reserved airspace, noise abatement procedures, airfield facilities and design, air traffic control towers, and existing or programmed NAVAIDS.

### **Task 2.4 – Airport Service Area and Commercial Catchment Zone**

Identification of area airports with an evaluation of services to compare these to ABI will be completed to establish a specific area the airport serves for GA/corporate traffic. Factors considered in the evaluation and establishment of a service area for ABI include: FBO type services, fuel availability, hangar storage, tiedowns, roadway access, and professional judgement. A review of aircraft registration information within local zip codes will be completed to identify a corporate airport service area and a pilot/GA aircraft ownership service area.

A geographic commercial service catchment area for ABI and surrounding commercial service airports will be reviewed to identify the potential market size and ABI's region and total source of demand for air carrier and cargo operations. The ABI catchment area will be based on population centers, highway access, numbers of carriers serving a specific airport, other commercial airport



locations and distances to population centers, historic enplanements, origin versus destination considerations, nonstop service destinations, and cargo facilities/services.

#### **Task 2.5 – Vicinity Land Use/Land Use Controls**

Existing land use mapping, aerial photography, comprehensive/thoroughfare plans, floodplain maps, and other documentation pertaining to current and future land use in the vicinity of ABI will be obtained and reviewed. Existing zoning districts will be reviewed to determine locations where potential incompatible land uses could develop. Further, local planning agencies will be interviewed to identify the potential for future residential, commercial, and industrial development in the ABI vicinity. Existing FAR Part 77 controls, zoning ordinances, subdivision regulations, building codes, and other documentation pertaining to land use management in the ABI vicinity will also be reviewed. Particular attention will be paid to identifying those requirements that could affect, both in a positive and negative fashion, future ABI development.

#### **Task 2.6 – Aerial Photography/Mapping**

A rectified aerial photograph will be taken of ABI, providing complete coverage of airfield property boundary. This will be used as the basis for digital aerial mapping of airport facilities and areas within its approaches. This photo will be of scale, clarity, and coverage to be used as the basis for subsequent analyses and as a base for Airport Layout Plan (ALP) development. Digital mapping of the airport will be conducted in conjunction with the aerial photography with more specific details described in Element 9.

#### **Task 2.7 – Inventory of Waivers**

A listing of existing waivers that have been granted at ABI will be prepared. FAA files will be obtained (if applicable) to identify the item waived by the FAA, its location, when it was granted, and other relevant information. This information will be incorporated into the Airport Layout Plan set as well as being used in subsequent analyses within the AMP.

#### **Task 2.8 – Environmental Overview**

Existing baseline environmental conditions at the airfield will be documented and carried into the evaluation of preferred airfield and landside development alternatives. Factors to be reviewed includes: Noise and land use; Biotic resources; Water quality; Wetlands; Floodplain and floodway data; Geologic structure and soils; Solid and hazardous waste sites; Endangered/Threatened species; and Historic and cultural resources. This effort will primarily be from existing and readily available environmental data. This process will update the inventory of potential environmental sensitivities.

#### **Task 2.9 – Socioeconomic Conditions**

Statistical data on historic and forecast socioeconomic factors for the AMSA and other locations within the ABI air service area will be obtained and documented. These items will include, at minimum, employment, income, and population characteristics. The Consultant will obtain and review local and regional forecasts of socioeconomic activity that analyze projected growth within the service area. The socioeconomic conditions of the AMSA will be presented to provide foundational data guiding the impacts to any econometric based forecasts of based aircraft, operations, and commercial enplanements.





### **Task 2.10 – Airport Existing Financial Statements, Tenant Agreements/Leases and Other Financial Data**

ABI's basic financial model will be analyzed and summarized. This summary will describe the financial operations of the airport including how airport revenues and costs are attributed to airport users/tenants and how any surplus or deficit is managed. The existing financial management plan will show how the airport funds capital improvement projects. Interviews with airport management will be conducted to gain an overall picture of ABI financial functions. Financial data to be gathered includes:

- Historical, detailed (account-by-account) financial statements and audit reports (CAFRs) for the past three years;
- Detailed year-to-date financial statements for the current year with budget remaining amounts;
- FAA #127 and #126 reports for the last three years;
- Current operating and capital budgets (internal as well as the CIP submitted to the FAA ADO);
- Official statements/loan agreements for any outstanding debt issues;
- City ordinances, resolutions, administrative rules, regulations and policies establishing the Airport and affecting its financial management;
- Airline operating and terminal building lease agreements;
- Rental car (on- and off-airport) and other ground transportation agreements;
- Restaurant/Lounge, gift shop and specialty retail concession agreements;
- FBO agreements, large hangar leases, typical T-hangar leases by size, improved and unimproved ground leases, cargo facility leases, and other GA lease agreements;
- Other Airport lease, concession, use and privilege agreements;
- FAA, state and local grant records;
- PFC quarterly reports for the most recently submitted quarter and the same report submitted one year earlier; and,
- Historical aviation activity statistics for the past three years and current year-to-date by air carrier by month including enplanements, aircraft operations, landed weight, fuel flowage gallons and air cargo statistics.

Airport revenue and operating expenses will be summarized in broad categories. Airport revenues to be inventoried include both airline and non-airline dollars. Non-airline revenues to be examined include terminal concessions, rental car, fuel sales, land leases, and other incomes as well as tax revenues. An inventory of the various airport lease agreements will be examined to document this source of airport revenue. Airport fueling records will be examined. Expenses to be documented include personnel, maintenance, utilities/supplies, debt service, and capital funding.

A closer review of capital funding will be provided to summarize ABI's ongoing airport improvement program. The various different funding sources will be identified and could include: airlines, tenants, tax levies, passenger facility charges, grants, other state/federal aid, and airport revenue bonds, as applicable.

### **Task 2.11 – Prepare Draft Report**

Using raw data and information obtained and evaluated during the course of the inventory process, a draft report will be prepared. This report will present information, in both narrative and graphic format, including ABI background/history, ABI physical characteristics, ABI service area, local land



use/controls, existing ABI financials and management structure, and MSA demographics. Copies of the draft report will be prepared for distribution to the Sponsor/ABI/EC/MPSC/FAA.

### **Task 2.12 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the introduction and inventory sections contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the introduction and inventory sections. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

## **ELEMENT 3 – AVIATION ACTIVITY FORECASTS**

### **Task 3.1 – Inventory Historical and Current Air Traffic Activity**

Historic and current air traffic activity at ABI will be assembled and organized. Information concerning passenger airline activity, air taxi enplanements and operations, air mail and air cargo volumes, commercial operations, GA operations by local and itinerant categories, military operations, and based aircraft by aircraft type will be sought. Information concerning peak hour, daily, monthly, and annual activity will be obtained and quantified, as available. Data will be obtained from ABI records, air traffic control tower (ATCT) records, military operators, airline records, the FAA, and previous planning efforts for ABI.

### **Task 3.2 – Prepare Aviation Forecasts**

Commercial, GA, air cargo, and military activity forecasts will be developed, taking into consideration forecasts from other sources, including the FAA. The methodology used in this analysis will involve a variety of techniques that will identify national and regional trends and their influence on ABI activity. Historic activity data will be organized to identify peaking characteristics, local and itinerant mix, military and civilian mix, and civilian aviation fleet mix. Forecasts of aviation activity will be prepared for the five, ten, and twenty year planning horizon and will provide projections of the following:

- Operations
  - Itinerant
    - Air Carrier
    - Air Taxi / Commuter
    - Air Cargo (including tonnage shipped / received)
  - GA
  - Instrument Approaches
  - Military
- Local
  - GA
  - Military
- Passengers (annual enplanements)
  - Enplanements
    - Air Carrier
    - Air Taxi / Commuter
    - Origination
    - Destination
- Aircraft
  - Based Aircraft
  - Aircraft Fleet Mix
  - Critical Aircraft Determination



Based on the fleet mix forecasts, determine the most demanding scheduled commercial service aircraft (passenger or cargo), military aircraft, and GA aircraft with 500 or more annual operations at ABI.

### **Task 3.3 – Prepare Draft Report**

Using raw data and information obtained and evaluated during the course of the forecast process, a draft report will be prepared. The report will document assumptions and methodologies used in preparing the aviation demand forecasts and serve as the basis for later tasks in the study. Forecasts will be submitted for approval by the FAA prior to finalizing any subsequent forecast-dependent task. Copies of the draft report will be prepared for distribution to the Owner/ABI/EC/MPSC/FAA.

### **Task 3.4 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the aviation demand forecasts contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the aviation demand forecasts. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

## **ELEMENT 4 – DEMAND CAPACITY/FACILITY REQUIREMENTS**

### **Task 4.1 – Analyze Airport Capacity and Delay**

Using the FAA's methodology for assessing airfield capacity and delay, as described in the FAA AC 150/5060-5, an assessment of the current and future level of airfield capacity and associated aircraft delay will be developed. This analysis will consider the airfield configuration, including runway orientation, parallel taxiways and exit taxiways, weather conditions, aircraft fleet mix, current and forecast operations for the five, ten, and twenty year planning horizon, and the percentage of local touch and go operations. The result of the assessment will be expressed in terms of the hourly and annual service volume of the airfield, minutes of delay per aircraft operation, and total estimated annual delay. This assessment will evaluate the existing airfield configuration in terms of its adequacy to meet the anticipated operational demand and design group and approach categories of aircraft forecast to operate at ABI.

### **Task 4.2 – Evaluate Airfield Facility Requirements**

Based on the findings of Element 3, air service objectives for scheduled commercial airline, charter flights, and GA operators at ABI will be identified. In addition, ABI objectives for accommodating future air cargo operators will be identified. Service objectives will address the determination of markets that would be desirable to serve out of ABI and what restrictions (i.e., weight restrictions) on that service would be acceptable.





A runway length analysis will be performed to determine the maximum range and payload capability for the identified design/critical commercial aircraft, operating under the following conditions at the Airport:

- Existing runway gradients;
- 95<sup>th</sup> percent hottest day temperature of the year; and,
- 85<sup>th</sup> percent probability wind conditions.

For various runway lengths, the maximum range and payload capability will be calculated based on aircraft manufacturer's data. Various runway length alternatives will be evaluated for each design aircraft and will include the following:

- Existing runway length; and,
- Any potential runway extension (based on the specific aircraft and markets identified).

For each aircraft type, a table will be produced indicating:

- Gross takeoff weight that could be accommodated by each runway length alternative;
- Approximate distance in nautical miles that the aircraft could travel, assuming a typical load of passengers, payload, and fuel; and
- Estimated frequency of payload penalties that may occur under specific operating conditions in serving particular markets or stage lengths.

Based on the critical aircraft and service objectives identified, other improvements to the runway will also be reviewed, including:

- Runway width/shoulders;
- Pavement strength;
- Taxiway requirements;
- FAA Separation standards; and,
- Navigational Aids (NAVAIDS).

Airfield improvements will be reviewed and compared to the design standards contained in FAA AC 150/5300-13A, *Airport Design* (current version). A matrix will be developed comparing the Airport's existing airfield facilities and dimensions to the standards recommended in the AC 150/5300-13A (current version). As part of this analysis, the airfield recommendations contained in any of the Owner's long-term planning documents will be reviewed and updated as necessary.

#### **Task 4.3 – GA Facility Requirements**

GA facility requirements will be identified, as needed, to meet projected levels of demand for the five, ten, and twenty year time frames. These facility requirements will be based on airport planning criteria, input from ABI staff, and the forecast of aviation activity for ABI. Airfield and GA facility needs to be assessed include:

- Fixed Base Operator (FBO) facilities;
- Aircraft storage facilities (hangars);
- Aircraft storage hangar positions by hangar type;
- T-Hangar positions;
- Conventional hangar facilities;



- Based and itinerant apron/ramp and parking area including number and configuration of tiedowns ;
- GA terminal building/amenities;
- Fuel storage and delivery; and,
- Automobile access and parking.

Facility requirements will be expressed in terms of gross area, linear feet or other basic units, and will be compared to existing facilities to identify excess or deficient capacity by facility. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport.

#### **Task 4.4 – Determine Commercial Terminal Facility Requirements**

The commercial terminal facilities extend from the ramp/gate area on the airside out through the automobile entrance, circulation, and parking facilities. The analysis of commercial facility requirements will be based on multiple factors including but not limited to available land, state/condition of existing facilities, existing and forecast activity levels (enplanements and operations), catchment area demographics, and airport goals and objectives. The following airside, passenger terminal, and landside facilities will be examined and evaluated:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>➤ Airside<ul style="list-style-type: none"><li>➤ Aircraft gates and parking (number and type)</li><li>➤ Aircraft parking for remain-overnight situations</li><li>➤ Ground service equipment/vehicle storage/parking</li></ul></li><li>➤ Landside<ul style="list-style-type: none"><li>➤ Airport entrance road and ground access</li><li>➤ Airport roadway management practices</li><li>➤ Terminal curb length, passenger drop off/pickup</li><li>➤ Automobile parking – short-term, long-term, and cell phone lot</li><li>➤ Wayfinding signage location and message</li></ul></li></ul> | <ul style="list-style-type: none"><li>➤ Passenger Terminal<ul style="list-style-type: none"><li>➤ Ticket counter/kiosk areas</li><li>➤ Security screening checkpoints</li><li>➤ Gates/hold rooms/departure lounges</li><li>➤ Concessions</li><li>➤ Airline operations</li><li>➤ Baggage claim area</li><li>➤ Passenger circulation and public space</li><li>➤ Restrooms</li><li>➤ Wayfinding signage</li><li>➤ Airport administration/operation offices</li><li>➤ Mechanical space</li></ul></li></ul> |
|---|--|

Automobile parking needs will be assessed based on peaking demand analysis as related to airport passenger volume history and projections, parking volume and financial performance of the parking system, and significant operational changes. The mix of traveler categories and their impact on parking needs will be evaluated. Using all requested and available data a model of current parking demand will be developed and used to project future parking demand, linking demand to projections fo future passenger volumes during the 10-year forecast period.



#### **Task 4.5 – Prepare Draft Report**

Using raw data and information obtained and evaluated during the course of the Demand Capacity and Facility Requirements process, a draft report will be prepared. This report will present information, in both narrative and graphic format about ABI's existing capacity and the required facilities necessary to meet forecast aviation demand. Copies of the draft report will be prepared for distribution to the Owner/ABI/EC/MPSC/FAA.

#### **Task 4.6 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the demand capacity and facility requirements analysis contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the demand capacity and facility requirements analysis. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

### **ELEMENT 5 – AIRPORT ALTERNATIVES**

#### **Task 5.1 – Identify Potential Airfield Alternatives**

On the basis of the facility requirements established in preceding elements, preliminary airfield development alternatives will be developed. Airfield alternatives will be based on schemes for development within existing or expanded airport boundaries and will show necessary major runway and taxiway development during the 20-year planning period. This task will be conducted simultaneously with the following tasks and will result in a series of overall development options for the Airport. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, costs, and ease of implementation.

Based on existing available data, this task will identify and review various constraints and potential impacts on improvement projects for both runways, as necessary, to its desired runway length, including:

- Environmental constraints (i.e., wetlands, prime and unique farmland, endangered species, etc.);
- Residential and/or business impacts;
- Road relocation, power line, and utility impacts; and,
- Geographical constraints.

Potential constraints will be identified based on site reviews and on reviews of aerial photography, USGS maps, and other similar documents. As necessary, relevant local and State agencies will be contacted to identify potential environmental impacts associated with each major airfield improvement alternative.



Based on the previous findings, an evaluation matrix will be developed to compare the following factors associated with each runway and taxiway alternative:

- The ability of particular runway lengths to satisfy the air service objectives;
- The level of environmental, residential/business, and utility line impacts associated with each improvement project;
- The amount of required land acquisition; and
- Order-of-magnitude costs associated with each of the major airfield improvement alternative and potential funding sources.

Based on the evaluation of the various alternatives, as well as meetings with Owner and ABI staff, a preferred airfield improvement plan will be selected.

### **Task 5.2 – Identify Potential Terminal Building and Auto Parking Alternatives**

Based on the forecast of demand and terminal area facility requirements at ABI, future terminal building alternatives will be developed. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options. Roadway access and auto parking to the existing terminal will be evaluated based on anticipated activity levels and terminal area usage. Terminal alternatives will be evaluated on the basis of their ability to satisfy the identified facility requirements, ease of implementation, environmental considerations, and costs leading to the selection and discussion of the best option for meeting identified ABI needs. The need for improved TSA screening facilities at ABI will be evaluated during this task. These options will include the no-action, expansion, and layout redesign for specific areas inside the terminal building. Specific option developments will also include the layout and flow of arriving passengers deplaning and entering the meeter/greeter lounge and rental car counter area. Gates and hold rooms will be assessed to determine the capacity to operate with more than one airline providing passenger service to/from ABI. Modernization options of the interior and exterior of the existing terminal building will be examined with recommendations to guide future aesthetic and functional improvements.

Using the analysis of parking needs and other information related to the terminal design, the Consultant will develop recommendations related to the sizing of various parking offerings in the terminal area to meet identified parking needs and provide the desired level of customer service. Review and discuss the vision for the future terminal area and develop concept configurations for short-term, long-term, employee parking areas along with integration of rental car ready/return area and access to and from each parking area.

### **Task 5.3 – Identify Potential GA Facility Alternatives**

Based on the GA area facility requirements determined under a previous element, preliminary aviation area development within or beyond existing airport boundaries will be formulated and necessary major development during the 20-year planning period will be shown. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. These alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, implementation ease, costs, and environmental considerations. Options that improve the apron layout and utilization in the GA terminal area will be provided with recommendations that fall in line with identified airport goals. This will lead to the selection of the option best satisfying the identified need and in line with ABI's vision and mission.

### **Task 5.4 – Landside Support Alternatives for Revenue Generation**



Utilize land use techniques to identify property development plan that will include aviation and non-aviation land use opportunities. The purpose of this analysis will be to identify those opportunities that will bolster ABI's long-term economic condition and cash flow looking specifically at areas along highway frontage and major roadways within the existing terminal area infrastructure. Options will be considered that include business/commercial park development, industrial park concepts, and potential property use for educational institutions.

#### **Task 5.5 – Determine Preliminary Development Schedule and Costs**

Using labor and materials price data from recent airport construction projects, preliminary cost estimates for each airport development option will be developed. These preliminary cost estimates will assist in selecting preferred development alternatives.

#### **Task 5.6 – Prepare Draft Report**

Using raw data and information obtained and evaluated during the course of the alternatives analysis process, a draft report will be prepared. This report will present information, in both narrative and graphic format about ABI's development options necessary to meet forecast aviation demand and increase utilization and functionality of the existing terminal building and existing/potentially available development property. Copies of the draft report will be prepared for distribution to the Owner/ABI/EC/MPSC/FAA.

#### **Task 5.7 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the alternatives analysis process and options contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the alternatives analysis process. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

### **ELEMENT 6 – RECOMMENDED DEVELOPMENT AND ENVIRONMENTAL OVERVIEW**

#### **Task 6.1 – Recommended Airport Master Plan Concept**

Utilizing the information evaluated in previous tasks, prepare a detailed comparative evaluation and the supporting rationale that systematically eliminates those alternatives with the least potential and establishes a single recommended program for development of ABI facilities. The recommendation for the most prudent and feasible AMP concept will become the basis for the final refinement of concepts, costs, and scheduling. This recommended concept is considered preliminary in nature at this point in order to allow further input from the Owner, Consultant Team, EC, MPSC, FAA, and the public.

#### **Task 6.2 – Environmental Overview of Recommended Development**

An Environmental Overview will be prepared in accordance with Federal Aviation Administration Order 5050.4B (Airport Environmental Handbook – current revision) and Order 1050.1F. Letter coordination will be completed for the recommended development with the US Army Corps of Engineers, US





Department of Agriculture, US Fish and Wildlife Service, Texas Department of Parks and Wildlife, and the State Historic Preservation Officer. This early coordination will identify those potential projects that may require further NEPA analysis.

Noise exposure Maps (NEM) will be developed using the FAA's Aviation Environmental Design Tool (AEDT 2b) software and be based on the FAA approved aviation demand forecasts for ABI. Noise contours will be presented for the day-night average sound level (DNL) 60, 65, 70, and 75 and overlaid on an appropriate base map. Noise exposure contours will be prepared for the current year, as well as for the ten and 20-year forecast activity for the preferred airfield development plan to include considerations of any changes to the runway dimensions or locations.

Following the inventory of the airport recycling program, the Consultant will develop recommendations for refinement and improvements of the recycling program. Additionally; a spreadsheet tracking tool will be developed that will enable continuous monitoring of recycling performance measures at ABI.

#### **Task 6.3 – Prepare Draft Report**

Using raw data and information obtained and evaluated during the course of the recommended development and environmental overview, a draft report will be prepared. This report will present information, in both narrative and graphic format about ABI's recommended development plan and environmental overview. Copies of the draft report will be prepared for distribution to the Owner/ABI/EC/MPSC/FAA.

#### **Task 6.4 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the recommended development plan and environmental overview contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the recommended development plan and environmental overview. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

#### **Task 6.5 – Abilene City Council Briefing**

The Abilene City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule, progress, and recommendations.

#### **Task 6.6 – Tenant/Public Open-House**

As part of the public involvement campaign during the ABI master planning process a tenant/public open-house meeting will be held on the same day as the Council Briefing in Task 6.5. This meeting will be conducted at an appropriate location in the City of Abilene. The purpose of this meeting will be to communicate the work product generated to this point of the AMP and provide the community with an opportunity for direct and indirect feedback on the process and outcomes of the AMP. It will be an informal, open-house meeting designed around a two-hour block of time during the early evening



hours. As an open-house meeting attendees will be invited to attend at their leisure anytime during the meeting period. Owner, ABI, and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the ABI master planning process and outcomes.

## **ELEMENT 7 – COST ESTIMATES/FINANCIAL PLAN**

### **Task 7.1 – Refine Airport Development Schedules and Cost Estimates; Update ABI CIP**

Based on the previous evaluations and technical meetings, the airport development schedule will be refined to reflect economic feasibility and operational requirements of the preferred development plan, based on inclusion in the capital improvement program. The development schedules will include development of new facilities, land acquisition, pavement evaluations and rehabilitation, fuel farms, and airport support facilities.

Based on the previous evaluations and technical meetings, cost estimates will be developed to reflect the recommended facility requirements and schedule of development associated with the preferred airport development plan. An updated capital improvement plan will be developed and utilized as input into the financial modeling for ABI.

Within the existing and potential auto parking areas a general financial feasibility assessment will be completed that includes: parking revenue forecast model based on existing and projected parking volumes, duration-of-stay patterns, and prospective rate structure. A general estimate for parking facility improvements will be developed. Potential revenue enhancement measures will be evaluated and reported with recommendations.

### **Task 7.2 – Conduct Preliminary Financial Analysis and Prepare Financial Implementation Plan**

The purpose of the Financial Plan will be to develop an implementable strategy for financially undertaking the airport's development program. It will provide the framework for the Owner/Airport to use as it proceeds with future development. Included in the financial plan will be the identification of specific funding sources, projections of revenues and expenses, development of a preferred strategy for use of passenger facility charges (PFCs), and identification of bonding requirements, both in terms of amounts and timing. The output will consist of a final report that the City/Airport can use as a basis to implement its capital program. The overall feasibility of the plan will be measured by specific airline rates and charges, airline cost per enplanement, cash flow, and the Airport's ability to meet its other financial requirements.

As the initial step in the financial analysis, baseline airport expenses and revenues will be projected. These projections will be based on a number of factors including:

- Historical operating results;
- Anticipated inflationary impacts;
- Tenant lease provisions and terms; and,
- Anticipated operational changes affecting the Airport's financial performance.

In addition to projecting baseline revenues and expenses, the anticipated "incremental" revenues and expenses that may result from the implementation of specific projects in the Airport's Capital



Improvement Program will be estimated. These revenue and expense projections will provide the foundation of the debt capacity analysis described in the following sections.

The Airport's capital improvement plan will be identified and reviewed with airport staff for each project under consideration. Costs will be determined for each project, which will include all design, engineering, and actual construction costs, as applicable. Also, project timing will be estimated to produce the project cost drawdown schedule. Project costs will be inflated to represent cost increases assumed from 2016 to the year in which each respective project is undertaken.

For the capital projects identified, available funding sources will be determined and applied as appropriate to the respective projects. These funding sources may include federal discretionary and entitlement grants, passenger facility charge (PFC) proceeds, Owner/Airport funds, private/third-party funds, and other potential sources of funding for the identified projects. For the remaining "non-funded" portion of the development program, revenue bonds will be assumed. For the revenue bond requirement(s), specific assumptions will be identified regarding interest rates, debt service reserve requirements, capitalized interest, financing costs, and timing of issuance(s).

Based on the projection of airport revenues and expenses, the capital program funding assumptions will be incorporated to determine the initial feasibility of undertaking the program. Basic feasibility will be measured primarily by calculating the impacts on airline rates and charges, the rate covenant, and airport cash flow.

Teleconference workshop sessions with Airport officials will be conducted to review and discuss the preliminary financing schedules. These workshops will guide resolving any funding shortfalls identified in the initial capital program by revising the CIP schedule, CIP scope and/or capital funding sources. The process will aid in identification of funding preferences, potential debt requirements, and other funding resources that the Airport may want to utilize.

In order to either enhance feasibility or even achieve it, specific projects will be reviewed with the Airport to confirm project costs and timing as well as to review the strategy for available funding sources. As may be necessary, capital projects will be prioritized to arrive as a group of projects that are essential to the Airport. The Consultant will assist the Airport in developing the specific criteria for prioritizing projects based on the Airport's goals and objectives for implementing the capital development program.

The objective of the financial plan development will be to prepare a detailed financial plan for implementation of the selected Master Plan CIP alternative. The Financial Implementation Plan resulting from this task will present reasonable guidelines, on a preliminary basis, for matching projected financial resources with financial needs. Airline rates and charges and costs per enplaned passenger resulting from the capital program will be calculated at a summary level using the Airport's current methodology and airline lease agreements for determining user fees. Potential revenue enhancement opportunities for non-airline revenues will be identified.

### **Task 7.3 – Prepare Draft Report**

Using the results of preceding tasks, a draft report, presented in both narrative and graphic format, will be prepared. This report will include the recommended CIP and financial program for ABI. The report



will present a financial chapter outlining the overall airport capital improvement program and sources of funding for the selected airport master plan concepts.

#### **Task 7.4 – Airport Planning Meetings**

A project meeting (Owner/Airport/EC/Consultant/FAA) will be held to present and discuss the findings, assumptions, and recommendations of the CIP and financial program contained in the draft report. The Owner/Airport/EC/FAA will deliver comments on the draft report and provide direction for the Consultant. Revisions to the working paper will be completed based on comments received.

A project meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be held to present and discuss the findings, assumptions and recommendations of the CIP and financial program. Comments and input will be provided by the Owner/Airport/MPSC/FAA. Revisions to the working paper will be completed based on comments received.

### **ELEMENT 8 – AIRPORT PLANS**

#### **Task 8.1 – Draft Airport Layout Plan**

Prepare an Airport Layout Plan (ALP) that meets the requirements of the latest FAA AC 150/5300-13A, (current edition), *Airport Design*, including the elements listed below. This ALP will include a title sheet, airport layout drawing, airspace drawing, inner portion of the approach surface drawings, departure surface drawings, terminal area drawing, land-use/utility drawing, and an airport property map as contained in AC 150/5070-6B, *Airport Master Plans*.

The ALP set will be completed to a level that will allow it to successfully complete the airspace review process by the FAA. It will be completed using the standardized paper size, layer structure, line types, and plot styles using AutoCAD 2015 or newer. Development of the ALP will comply with the checklist contained in the FAA, Airports Standard Operating Procedure (SOP) 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans* located at <http://www.faa.gov/airports/resources/sops/media/arp-SOP-200-ALP-Review.pdf>. The completed checklist will be submitted with the ALP to the FAA. One paper copy of draft ALP will be submitted to the FAA and 5 copies to Owner for review and comments.

As a part of the ALP development an Exhibit "A" Airport Property Inventory Map will be completed. The Exhibit "A" Airport Property Map will be completed in accordance with the guidelines outlined in FAA, Airports Standard Operating Procedure (SOP) 3.0, *Standard Operating Procedure for FAA Review of Exhibit "A" Property Inventory Maps* located at <http://www.faa.gov/airports/resources/sops/media/arp-SOP-300-Exhibit-A-Review.pdf>. The SOP contains a checklist in Appendix B that will be completed and submitted with the Exhibit "A" for review by the FAA. In addition to the Exhibit "A" and SOP Checklist, any backup documentation such as land descriptions or title opinions will be submitted to the FAA for review.

#### **Task 8.2 – ALP Narrative**

A brief chapter will be prepared that describes each of the drawings that comprise the ALP. Reduced size draft copies of each ALP sheet will be included in this chapter with the final approved ALP set included in the final report. In addition, a description of any deviations from FAA Standards will be prepared and presented as part of this chapter. This will describe deviations from a FAA Standards or



from recommendations contained in AC 150/5300-13A. The areas of key interest include standards deviations that include airport hazards within RPZ, RSA, BRL, ROFA, OFZs, TSA, TOFA, and the controlled activity area.

### **Task 8.3 – Final Draft ALP**

Following review of the draft ALP, the consultant will make any necessary changes or corrections to the ALP and Exhibit “A” Property Map and submit an appropriate number of copies of the final draft ALP to the FAA for airspace review.

### **Task 8.4 – Final ALP**

Following FAA airspace review, the Consultant will make any necessary changes or corrections to final draft ALP and, upon authorization from the Owner/ABI/FAA, submit the eight (8) copies of the final ALP to the Owner for approval signature. Upon final approval of the ALP set, deliverables will include:

- One (1) CD with data files of all ALP drawing sheets in AutoCAD 2015 or newer to FAA;
- One (1) CD with data files of all ALP drawing sheets in AutoCAD 2015 or newer to the Owner;
- Eight (8) copies of the complete ALP full-size to the Owner for signature/approval; and,
- Eight (8) copies of the Owner approved ALP set to the FAA.

Following approval and signature by the FAA, the eight (8) ALP sets will be distributed as follows:

- Two (2) sets to Owner/ABI;
- One (1) set to the Consultant; and,
- Five (5) sets retained by the FAA.

## **ELEMENT 9 – AERONAUTICAL SURVEY**

### **Task 9.1 – Aeronautical Survey Initiation and Coordination**

The Consultant will complete new aerial imagery collection and an aeronautical obstruction survey in compliance with FAA – Airports Geographic Information Systems (AGIS) policies and will include an airport airspace analysis for vertically-guided approaches to Runway 17L-35R and Runway 17R-35L. The FAA ACs identified below detail the data collection requirements and accuracies for the projects and the verification process by the FAA AGIS and National Geodetic Survey (NGS).

- AC 150/5300-16A *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;*
- AC 150/5300-17C *Standards for Using Remote Sensing Technologies in Airport Surveys;* and,
- AC 150/5300-18C *General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards.*

The Consultant will develop and submit the Statement-Of-Work (SOW), required by the FAA AGIS Program. Following SOW approval, the Consultant will develop and submit the “*Imagery Plan*,” and the “*Survey and Quality Control Plan*” to be reviewed for approval by FAA-AGIS and NGS before beginning the remaining pieces within Task 9.1.





## **Task 9.2 – Aeronautical Survey and Data Collection**

The purpose is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA AC 150/5300 – 18C: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7. This project will acquire new vertical stereo aerial photography at a nominal scale of 1"=1,905' for obstruction surface areas and 1"= 509' for the airport property. The aerial photography will cover all of the Vertically Guided (VG) Airspace Analysis surfaces using natural color film during leaf-on conditions.

From the 1"=1,905' aerial photography, the following will be produced:

- Limited landmark feature planimetric mapping;
- Color digital orthophotos with a one (1) foot pixel resolution (VG); and,
- Identification and mapping of obstruction obstacles for all of the VG surfaces.

From the 1"=508' aerial photography, the following will be produced:

- 100 scale mapping with two (2) foot contours of the existing airport property;
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces; and,
- Color digital orthophotos with a 1/2 foot pixel resolutions.

**Quality Standards:** The project will conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. The photogrammetric mapping will meet all FAA and NGS standards. Reasonable care will be taken to conform to the standards of practice ordinarily used by the photogrammetric profession.

**Project Area:** The project area encompasses all of ABI inclusive of the obstruction surfaces as defined in AC 150/5300-18C. This will also include any portion of any approach to all existing and proposed threshold locations.

**Control Surveying:** The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. The ABGPS data will be processed using COR stations and referenced to the project control datums:

**Horizontal:** North American Datum of 1983/2011 (NAD 83(2011)), in the Texas State Plane Coordinate System, North-central Zone in US survey feet.

**Vertical:** North American Vertical Datum of 1988 (NAVD 88).

On-site ground control surveys will include:

- Establish temporary airport control according to the guidelines established in AC 150/5300-16A;
- All necessary ground control photo identifiable control check points required to validate the ABGPS control;
- Control of all airport runway end positions;
- Collection of vertical profiles for all runways;
- Collection of the position, elevation, and where required, the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on ABI and associated with any current instrument approach servicing ABI;



- Control of any obstruction obstacles or airport planimetric features that cannot be collected by photogrammetric methods;
- Complete map checks for feature attribute data and update the final map file attribution; and,
- All other tasks, not specifically listed above, as outlined in FAA AC 150/5300-18C, Table 2-1 "Survey Requirements Matrix for Airport Layout Plan (ALP)."

### **Task 9.3 – Orthophoto Mapping**

The control solution and scans of the aerial negatives will be used to generate a Digital Elevation Model (DEM) for the VG surfaces. The aerial scans will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a one (1) foot pixel resolution and be delivered in a GeoTIFF file format via external hard drives. Orthophotos for the airport property will be developed with a 1/2 (0.5) foot pixel resolution and be delivered in a GeoTIFF file format via external hard drives.

**VGA Obstruction Surveys:** VGA Obstructions Surfaces will satisfy the following requirements of the AC 150/5300-18C:

- 2.7.1.2 Analysis of Runway 1/19 and Runway 14/32 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS).

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction deliveries will include the off-airport landmark planimetric mapping and the airport planimetric mapping and attribution data.

The final data will be delivered in a format to work with ESRI shape files. Feature attributes will be built into a spreadsheet (with key object identifiers).

**Deliverables:** All data collected and associated required deliverable will be submitted in the formats specified in the appropriate FAA ACs to the FAA AGIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>. AC 150/5300-18C deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan;
- Image delivery;
- Digital limited landmark detail outside ABI boundaries;
- Color digital orthophotos with a one (1) foot pixel resolution (GeoTIFF format);
- Obstruction survey data (that covers VG surfaces);
- Surveyed centerline profile on VG runways;
- NAVAID data;
- Planimetric data and one (1) foot contours to AC 150/5300-18C specs (Shapefile format);



- Photogrammetrically derived and surveyed attributes in defined format;
- FGDC compliant metadata; and,
- Final Report.

FAA AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs. Other than the FAA AC 150/5300-18C delivery, we will deliver the following items to the Owner:

- Planimetric data and two (2) foot contours to AC 150/5300-18C specs in CAD;
- Color digital orthophotos with a one (1) foot pixel resolution in GeoTIFF (project area);
- Color digital orthophotos with a 1/2 (0.5) foot pixel resolution in GeoTIFF (airport property); and,
- Two (2) color enlargements (30"x40") covering ABI and surrounding area (mounted/laminated/framed).

All digital files will be delivered on external hard drive or CD/DVD.

**Close-Out and Final Reporting:** A "Final Report" will be generated in accordance with FAA AC 150/5300-18C. Project closeout will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by the Owner, the FAA, and NGS.

#### **Task 9.4 – Airport GIS Data Base Mapping**

The preparation of Geographic Information System (GIS) Data Tools for ABI will meet the needs of the Owner and allow for migration of existing airport data towards both Owner and FAA Airports GIS standards. The Consultant will prepare GIS data updates to the airport base mapping data for submission to and incorporation into the Owner's GIS and FAA Airports GIS. The Consultant will complete the following steps towards base map update development:

- Import existing GIS data provided by Owner and from aeronautical survey;
- Collect and review existing Owner GIS data identifying attribute and data needs;
- Collect data attributes not readily available through aerial imagery and make it available for the eventual publication of an electronic ALP (eALP) and incorporation into Owner's GIS; and,
- Obtain and compile all airport property and lease data into GIS shape files in preparation of the eALP process.

#### **Task 9.5 – Airspace Analysis Tool**

The Consultant will provide development of a GIS airspace analysis tool for ABI and City of Abilene. The tool will be developed on the foundational information derived from the obstruction survey and airspace requirements identified in FAR Part 77 Objects Affecting Navigable Airspace. Specifically all of the imaginary airspace surfaces will be developed as a 3-D model in GIS. The surfaces specific to existing and future conditions at ABI within the Terminal Instrument Procedures (TERPS) manual will be depicted in this same 3-D model along with the airspace surfaces outlined for vertically guided instrument approach procedures in FAA AC 150/5300-18C. The resultant GIS tool will allow Owner/Airport GIS users to conduct real-time obstruction evaluation of existing and proposed development.



## **ELEMENT 10 – ECONOMIC IMPACT AND TRANSPORTATION BENEFITS**

Two types of quantitative evidence can be cited to assess the positive impacts that an airport has on a community and its area of influence: the economic impacts and transportation benefits. These impacts and benefits can be quantified using studies conducted as outlined in DOT/FAA Report ADA 257-658, Estimating the Regional Economic Significance of Airports.

### **Task 10.1 – Economic Impact**

The output of the economic impact analysis will be to identify the economic significance the airport has on the community. Items to be considered in the analysis include: annualized salary levels of employees on the airfield (City/Airport/Tenant), operational data, fuel sales, based aircraft and the taxes paid locally by these aircraft owners. These items and others that affect the economy around the airfield will be assessed to arrive at a starting point for the economic impacts. Further economic analysis on the direct, indirect and induced impacts will be factored into the total economic impact of the airport on the surrounding community using RIMS II/IMPLAN data and software. This impact on the local economy will be summarized in the ten major sectors with a focus on production, income, and employment.

### **Task 10.2 – Transportation Benefits**

Transportation benefits will be analyzed in reference to the time saved and the total costs avoided by travelers and businesses who can or do use aviation over the next best option, the automobile or another airport for their air travel needs. This information will be presented in the form of tables and graphics to illustrate and describe these benefits. They will be quantified in terms of the dollars saved by air travelers who use ABI versus driving the total distance or driving to an alternate airport for the origination of their air travel.

### **Task 10.3 – Prepare Draft Report**

Using the results of preceding tasks, a draft report, presented in both narrative and graphic format, will be prepared. This report will include the economic impacts and transportation benefits for ABI. The report will present a narrative describing the impacts and benefits of owning and operating ABI for the existing conditions and as reflected in the long-term based on the selected airport master plan concepts.

## **ELEMENT 11 - FINAL DOCUMENTATION/COORDINATION MEETINGS**

### **Task 11.1 – Final Draft Report**

A final "draft" report will be assembled from the information developed in previous work tasks and comments from the Owner/Airport/EC/MPSC/FAA, edited, and printed for review by the Owner/Airport/EC/MPSC/FAA. All review comments will be incorporated into the final printed report, as appropriate.

### **Task 11.2 – Final Draft Review Meeting**

A final review meeting (Owner/Airport/EC/MPSC/Consultant/FAA) will be conducted to discuss the findings, assumptions and recommendations of the ABI Master Plan.

### **Task 11.3 Abilene City Council Briefing**

The Abilene City Council will be briefed by the Consultant during a regular workshop session. This briefing will ensure Council is aware of the project schedule, progress, and recommendations.



#### **Task 11.4 – Tenant Open House**

As part of the public involvement campaign during the ABI master planning process a tenant meeting will be held on the same day as the Council Briefing in Task 11.3. This meeting will be conducted at ABI in the airport administration conference room. This meeting will be an informal, open meeting designed around a two-hour block of time during the early evening hours. As an open meeting attendees will be invited to attend at their leisure anytime during the meeting period. Owner, ABI, and Consultant staff will be in attendance to answer any questions and receive specific comments that could help guide/impact the master planning process and outcomes.

#### **Task 11.5 – Executive Summary Brochure**

As a close-out product, the Consultant shall prepare an Executive Summary of the Airport Master Plan. The purpose of the Executive Summary will be to perform as an informational tool to existing and potential airport businesses and tenants. The Executive Summary will consist of 2-4 color pages of text and graphics portraying a report summary and future airport plans. The Consultant shall provide the airport with 25 color copies and an electronic versions of the Executive Summary in PDF and in native format for future use.

#### **Task 11.6 – Final Report**

Twelve (12) copies of the final report will be printed and submitted to the Owner/Airport. Each final report will contain reduced copies of the approved ALP set. In addition, an electronic copy of the study and associated drawings and GIS files will be provided on computer diskette to the Owner/Airport. Two (2) hard copies of the final report and one compact diskette containing AMP exhibits and ALP set will be submitted to FAA. The final report as recorded on the compact disc will be in PDF format and the exhibits will be in native format for narrative and graphics. The ALP will be in AutoCAD and PDF formats.



## **APPENDIX B**

### **ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN**

#### **FEE SUMMARY**

<b>Title I Services</b>	<b>Estimated Fees</b>
Element 1: Administration, Initiation, and Introduction	\$37,000.00
Element 2: Airport Inventory	\$89,300.00
Element 3: Forecasts of Aviation Demand	\$27,800.00
Element 4: Facility Requirements	\$66,900.00
Element 5: Alternatives	\$90,600.00
Element 6: Recommended Development and Environmental Overview	\$58,000.00
Element 7: Capital Improvement Plan and Financial Plan	\$71,100.00
Element 8: Airport Layout Plan	\$51,800.00
Element 9: Aeronautical Survey and GIS/eALP	\$146,600.00
Element 10: Economic Impact and Transportation Benefits	\$17,800.00
Element 11: Final Documentation /Coordination Meetings	\$69,200.00
<b>Subtotal for Title I Services</b>	<b>\$726,100.00</b>

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### ADMINISTRATION, INITIATION, AND INTRODUCTION

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>1.1 Aviation Planning - Project Administration and Initiation</b>									
Project Administration and Support	0.5	2	2		2			1	1
Scope, Budget, and Schedule	0.5				4				
<b>1.2 Scoping Meeting</b>	1				1				
<b>1.3 Establish Project Committees</b>	1				3				
<b>1.4 "Kick-off" Meetings - City, Airport, Committees, FAA</b>	2	2			2				
SWOT Analysis	2	2			2				
Travel time for meetings	6	6			6				
<b>Subtotal - Project Initiation</b>	<b>13</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>1.5 Aviation Planning - Project Introduction</b>									
Public Involvement and Project Committees					1				
SWOT Analysis Documentation					4				
Airport Location/History/Management					1	4		4	
<b>Subtotal - Project Introduction</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>
<b>1.6 Aviation Planning - Council Briefing</b>									
Council Briefing Preparation	1				2				
City Council Briefing - Project Scope/Schedule	2				2				
Travel Time for Meeting	6				6				
Administrative					1				1
<b>Subtotal - Project Introduction</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>1.7 Aviation Planning - Tenant Open House</b>									
Open House Preparation	1	1			4			8	
Open House Meeting Execution	2	2			2				
Travel Time for Meeting									
Administrative								2	
<b>Subtotal - Project Introduction</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>
<b>Hours</b>	<b>25</b>	<b>15</b>	<b>2</b>	<b>0</b>	<b>43</b>	<b>4</b>	<b>0</b>	<b>15</b>	<b>2</b>
<b>Salary Costs</b>	<b>\$7,325</b>	<b>\$2,370</b>	<b>\$226</b>	<b>\$0</b>	<b>\$8,213</b>	<b>\$564</b>	<b>\$0</b>	<b>\$1,980.00</b>	<b>\$172.00</b>

**SUBTOTAL - SALARIES: \$20,850.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$930.00
Postage/Freight/Courier	\$20.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$800.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,750.00**

**SUBTOTAL: \$22,600.00**

#### **SUBCONSULTANTS FEE:**

**Corgan \$14,400.00**

**TOTAL FEE: \$37,000.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### AIRPORT INVENTORY

WORK TASK DESCRIPTION		E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
		hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>2.1</b>	<b>Existing Data Collection and Review</b>									
	Existing planning and socio-economic data					1	4			
	Historic regional public and private airport activity					1	4			
	Regional transportation patterns and planned improvements			4		1				
	Regional airspace, airport service area, and airport interactions within the region					1	4			
	Area-wide land use patterns and controls					1	4			
	Existing Financial data collection and analysis				4	2				
	Topographic maps and available aerial photographs								8	
	Historic 5010 Master Record and instrument flight plan data						4			
	Utilities on the airfield		1	4						
	Key Stakeholder Interviews (on-site)	6				6				
	Travel for Stakeholder Interviews	6				6				
	QC Review	1				2				
	Administrative	0.5	0.5			1				1
	<b>Subtotal - Data Collection and Review</b>	<b>13.5</b>	<b>1.5</b>	<b>8</b>	<b>4</b>	<b>22</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>1</b>
<b>2.2</b>	<b>Airport Physical Facility Inventory</b>									
	Airfield		1	8		4	8		8	
	Commercial Terminal Area		1			2				
	Corporate/GA Facilities		1	8		4	8		8	
	Land Holdings					4	8			
	Automobile Access and Parking					4	4			
	Support Facilities					4	4			
	Documentation					1	4			
	QC Review		1			1				
	Administrative		1			1				1
	<b>Subtotal - Airport Physical Facility Inventory</b>	<b>0</b>	<b>5</b>	<b>16</b>	<b>0</b>	<b>25</b>	<b>36</b>	<b>0</b>	<b>16</b>	<b>1</b>
<b>2.3</b>	<b>Airspace/Air Traffic Control</b>									
	Airspace Analysis and Exhibit					0.5	4		8	
	Airspace and Air Traffic Description					0.5	4			
	QC Review		1			1				
	Administrative					1				
	<b>Subtotal - Airspace/Air Traffic</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>
<b>2.4</b>	<b>Catchment Zone</b>									
	Area Airports Analysis					1	2		8	
	Airport Service Area: NPIAS/Composite					1	2		8	
	Identify Commercial Catchment Zone					4	4		16	
	Analysis of population centers					1	2		4	
	Transportation access			4		1	2		4	
	Historic enplanements					1	2		4	
	Origin versus destination evaluation					2	8		4	
	QC Review		1			1				
	Administrative		1			1				
	<b>Subtotal - Catchment Zone</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>13</b>	<b>22</b>	<b>0</b>	<b>48</b>	<b>0</b>
<b>2.5</b>	<b>Land Use and Controls</b>									
	comprehensive plans, etc.					2	4			
	Zoning districts and land use controls					1	8			
	Height & Hazard Zoning					1	8		8	
	QC Review		1			1				
	Administrative					1				
	<b>Subtotal - Land Use and Controls</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>0</b>
<b>2.6</b>	<b>Aerial Photography/Mapping</b>									
	Imagery Support and Coordination		1			4				
	QC/Admin					1				
	<b>Subtotal - Waiver Documentation</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2.7</b>	<b>Inventory of Waivers</b>									
	FAA Waiver research and documentation					1	2			
	QC/Admin						1			
	<b>Subtotal - Waiver Documentation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>2.8</b>	<b>Environmental Overview</b>								
	Assess Existing Environmental Conditions				1	12			
	Existing Noise Exposure Map				1			16	
	QC/Admin		1		1				
	<b>Subtotal - Environmental Overview</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>16</b>
<b>2.9</b>	<b>Socioeconomic Conditions</b>								
	Assessment				1	8			
	Population				1	4			
	Employment and Income				1	4			
	Business climate				1	4			
	Housing characteristics				1	4			
	QC/Admin		1		1				
	<b>Subtotal - Socioeconomic Conditions</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>24</b>	<b>0</b>	<b>0</b>
<b>2.10</b>	<b>Tenant Agreements/Leases and Other</b>								
	Financial data collection and analysis	2			32	2			
	Financial coordination	2			2	1			
	<b>Subtotal - Existing Financials</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2.11</b>	<b>Working Paper/Review</b>								
	Working Paper Development			2		10			8
	QC/Admin	1		2					1
	<b>Subtotal - Working Paper/Review</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>9</b>
<b>2.12</b>	<b>Airport Planning Meetings</b>								
	Meeting Preparation and Minutes								
	Meeting Execution								
	Travel for Meeting								
	<b>Subtotal - Airport Planning Meeting</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>18.5</b>	<b>12.5</b>	<b>32</b>	<b>38</b>	<b>92</b>	<b>145</b>	<b>0</b>	<b>104</b>	<b>11</b>
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<b>Salary Costs</b>	<b>\$5,421</b>	<b>\$1,975</b>	<b>\$3,616</b>	<b>\$6,118</b>	<b>\$17,572</b>	<b>\$20,445</b>	<b>\$0</b>	<b>\$13,728.00</b>	<b>\$946.00</b>
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**SUBTOTAL - SALARIES: \$69,820.50**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$699.00
Postage/Freight/Courier	\$30.50
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$350.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSE \$1,079.50**

**SUBTOTAL: \$70,900.00**

**SUBCONSULTANTS FEE:**

**Corgan \$18,400.00**

**TOTAL FEE: \$89,300.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### FORECAST OF AVIATION DEMAND

WORK TASK DESCRIPTION	E-6 hr	E-3 hr	E-1 hr	P-2 hr	P-3 hr	D-3 hr	T-1 hr	X-2 hr
<b>3.1 Inventory Current and Historic Aviation Activity</b>								
Current Aviation Activity Data					1	2		
Collect and Review Historic Activity Data					1	4		
Review Existing Forecast Data					1	2		
<b>Subtotal - Historic Data</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>0</b>
<b>3.2 Forecasts</b>								
Operations Forecasts					1	2		
Itinerant					1	2		
Air Carrier					1	8		
Air Taxi/Commuter					1	4		
General Aviation (Fleet Mix)					1	4		
Instrument Approach Procedures					1	2		
Military					1	2		
Local								
General Aviation (Fleet Mix)					1	4		
Military					1	2		
Passenger (annual enplanements)								
Enplanements								
Air Carrier					2	8		
Air Taxi/Commuter					2	8		
Origination					2	2		
Destination					2	2		
Aircraft Forecasts								
Based Aircraft					1	8		
Fleet Mix					1	8		
Critical Aircraft					1	2		
QA/QC					2			
Aircraft Forecasts Reviews per FAA review					4	4		
Administration		1			1			
<b>Subtotal - Forecasts</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>72</b>	<b>0</b>	<b>0</b>
<b>3.3 Working Paper/Review</b>								
Working Paper Development		1			2	8		8
QC/Admin	1	1			4			
<b>Subtotal - Working Paper/Review</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>8</b>
<b>3.4 Airport Planning Meeting</b>								
Meeting Preparation and Minutes		2			4			
Meeting Execution	2	2			2			
Travel for Meeting	6	6			6			
<b>Subtotal - Airport Planning Meeting</b>	<b>8</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>9</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>88</b>	<b>0</b>	<b>8</b>
<b>Salary Costs</b>	<b>\$2,637</b>	<b>\$2,054</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,168</b>	<b>\$12,408</b>	<b>\$0</b>	<b>\$688.00</b>

**SUBTOTAL - SALARIES: \$26,955.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$475.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$320.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$845.00**

**SUBTOTAL: \$27,800.00**

#### **SUBCONSULTANTS FEE:**

<b>Corgan</b>	<b>\$0.00</b>
<b>Quantum Spatial</b>	<b>\$0.00</b>
	<b>\$0.00</b>

**TOTAL FEE: \$27,800.00**



# ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

WORK TASK DESCRIPTION		E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
		hr	hr	hr	hr	hr	hr	hr	hr	hr
4.1	<b>Analyze Airport Capacity and Delay</b>									
	<b>Assess Capacity and Delay</b>									
	Airfield Characteristics					1	2			
	Runway Configuration					1	4			
	Aircraft Mix Index					1	4			
	Taxiway Configuration					1	2			
	Operational Characteristics					1	2			
	Meteorological Conditions					1	1			
	Hourly Capacity of Runways					1	2			
	Annual Service Volume					1	2			
	<b>Subtotal - Capacity/Delay</b>	0	0	0	0	8	19	0	0	0
4.2	<b>Airfield Facility Requirements</b>									
	Runway: Length, Width, Gradient					2	6		4	
	Taxiways					1	2		2	
	Safety Areas					1	2		8	
	Lighting and Marking					1	4			
	NAVAIDs					1	4			
	<b>Subtotal - Airfield Facility Requirements</b>	0	0	0	0	6	18	0	14	0
4.3	<b>Corporate/GA Facility Requirements</b>									
	Fixed Base Operator Type Facilities					2	4		4	
	Aircraft storage facilities (hangars)					2	4		4	
	Aircraft ramp/tiedown					2	4		4	
	Fuel Storage/Dispensing					1	4		2	
	Auto Access/Parking			4		1	1		2	
	QC		1			1				
	Admin		1			1				1
	<b>Subtotal - Corporate/GA Facility Requirements</b>	0	2	4	0	10	17	0	16	1
4.4	<b>Commercial Terminal Facility Requirements</b>									
	Airside									
	Gates/parking		1			1	4			
	RON parking		1			1	2			
	GSE Equipment		1			1	4			
	Landside									
	Entrance road/access/parking		1			1	4			
	Passenger drop off/pick-up lot)		1			1	4			
	Wayfinding signage					1	6			
	Passenger Terminal									
	Ticket counter/kiosk areas									
	Security									
	Gates/hold rooms/departure lounges									
	Concessions									
	Airline Operations									
	Baggage Claim									
	Passenger Circulation and Public Space									
	Restrooms									
	Wayfinding signage									
	Airport Administration/Operation/Security offices									
	Mechanical Space									
	QC		1			1				
	Admin		1			1				
	<b>Subtotal - Commercial Terminal Facility Requirements</b>	0	7	0	0	9	26	0	0	0
4.5	<b>Working Paper/Review</b>									
	Working Paper Development		1			4	8		16	1
	QC/Admin	1	1			1				

**SUBTOTAL - SALARIES:**

**\$37,276.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$464.00
Postage/Freight/Courier	\$40.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$320.00

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<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES</b>	<b>\$824.00</b>
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<b>SUBTOTAL:</b>	<b>\$38,100.00</b>
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**SUBCONSULTANTS FEE:**

Corgan	\$28,800.00
Quantum Spatial	\$0.00

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<b>TOTAL FEE:</b>	<b>\$66,900.00</b>
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## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### ALTERNATIVES ANALYSIS

WORK TASK DESCRIPTION	E-6 hr	E-3 hr	E-1 hr	P-2 hr	P-3 hr	D-3 hr	T-1 hr	T-3 hr	X-2 hr
<b>5.1 Identify and Refine Airfield Alternatives</b>									
Environmental Constraints				4	1				
Residential/Business/Military Impacts		1			1	2			
Roadway and Utility Impacts		1			1	4			
Geographical Constraints		1			1	4			
options)		2			2	4		12	
options)		2			2	4		12	
Evaluation Matrix		2			2	4			
Administrative		1			1				1
QA/QC		2			2				
<b>Subtotal - Potential Alternatives</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>4</b>	<b>13</b>	<b>22</b>	<b>0</b>	<b>24</b>	<b>1</b>
<b>5.2 Terminal Area Alternatives</b>									
Commercial Terminal Building Options (up to two options)		2			2				
Roadway Access and Auto Parking Options (up to two options)		8	16		8			16	
<b>Subtotal - Terminal Area Alternatives</b>	<b>0</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>
<b>5.3 Corporate/GA Facility Alternatives</b>									
Option #1		4			4	8		20	
Option #2		4			4	8		20	
Administrative		1			1				
QA/QC					2				
<b>Subtotal - GA Facility Alternatives</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>16</b>	<b>0</b>	<b>40</b>	<b>0</b>
<b>5.4 Landside Support Facilities</b>									
Identify property available for development					2	8		12	
Outline property use recommendations					2	8		12	
Administrative		1			1				
QA/QC					2				
<b>Subtotal - Alternatives</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5.5 Preliminary Development Schedule and Costs</b>									
Airside Improvement Costs		6	40		1	2			
Landside Improvement Costs		6	40		1	2			
Terminal Building Improvement Costs		1			1	1			
Landside Support Alternatives Costs		2	8		1	2			
Administrative		1			4				1
QA/QC	1	2			1				
<b>Subtotal - Alternatives</b>	<b>1</b>	<b>18</b>	<b>88</b>	<b>0</b>	<b>9</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>5.6 Working Paper/Review</b>									
Working Paper Development		1			10			8	8
QC/Admin	1	1			2				1
<b>Subtotal - Working Paper/Review</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>9</b>
<b>5.7 Airport Planning Meeting</b>									
Meeting Preparation and Minutes		1			1				1
Meeting Execution	2	2			2				
Travel for Meeting	6	6			6				
<b>Subtotal - Airport Planning Meeting</b>	<b>8</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Hours</b>	<b>10</b>	<b>61</b>	<b>104</b>	<b>4</b>	<b>67</b>	<b>45</b>	<b>0</b>	<b>88</b>	<b>12</b>
<b>Salary Costs</b>	<b>\$3,080</b>	<b>\$10,126</b>	<b>\$12,376</b>	<b>\$680</b>	<b>\$13,467</b>	<b>\$6,705</b>	<b>\$0</b>	<b>\$12,232.00</b>	<b>\$1,092.00</b>

**SUBTOTAL - SALARIES: \$59,758.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$752.00
Postage/Freight/Courier	\$40.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$350.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,142.00**

**SUBTOTAL: \$60,900.00**

#### **SUBCONSULTANTS FEE:**

Corgan	\$29,700.00
Quantum Spatial	\$0.00

**TOTAL FEE: \$90,600.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### RECOMMENDED DEVELOPMENT AND ENVIRONMENTAL OVERVIEW

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>6.1 Recommended Development Plan</b>									
Revise Alternative Evaluation Matrix	1	1			2	4			
Detailed Comparative Alternative Analysis					2	6			
Preliminary Alternative Recommendations	1	1			2	4		16	
Administrative					1				
QA/QC					1				
<b>Subtotal - Potential Alternatives</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>14</b>	<b>0</b>	<b>16</b>	<b>0</b>
<b>Environmental Overview of Recommended</b>									
<b>6.2 Development</b>									
Environmental Overview Description				4	1				
Coordination with USACE				4	1				
Coordination with USDA				4	1				
Coordination with USFWS/TPWD				4	1				
Coordination with SHPO				4	1				
Recycling Program Recommendations/Tools				8	4				
Noise Exposure Maps (Current, 10 Yr, & 20 Yr)					4			16	
Administrative		1			1				
QA/QC	1	1			1				
<b>Subtotal - Terminal Area Alternatives</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>28</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>
<b>6.3 Working Paper/Review</b>									
Working Paper Development		2			4				8
QC/Admin	1	2			2				1
<b>Subtotal - Working Paper/Review</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
<b>6.4 Airport Planning Meeting</b>									
Meeting Preparation and Minutes		1			1				1
Meeting Execution		4			4				
Travel for Meeting		6			6				
<b>Subtotal - Airport Planning Meeting</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>6.5 Abilene City Council Briefing</b>									
Council Briefing Preparation	2				4				
City Council Briefing - Project Scope/Schedule	2				2				
Travel time for meetings	6				6				
Administrative					1				1
<b>Subtotal - Alternatives</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>6.6 Tenant/Public Open-House</b>									
Open House Preparation	2	2			8			16	
Open House Meeting Execution	2	2			2				
Travel time									
Administrative	1	2			1				1
<b>Subtotal - Alternatives</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>1</b>
<b>Hours</b>	<b>19</b>	<b>25</b>	<b>0</b>	<b>28</b>	<b>64</b>	<b>14</b>	<b>0</b>	<b>48</b>	<b>12</b>
<b>Salary Costs</b>	<b>\$5,852</b>	<b>\$4,150</b>	<b>\$0</b>	<b>\$4,760</b>	<b>\$12,864</b>	<b>\$2,086</b>	<b>\$0</b>	<b>\$6,672.00</b>	<b>\$1,092.00</b>

**SUBTOTAL - SALARIES: \$37,476.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$584.00
Postage/Freight/Courier	\$40.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$600.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,424.00**

**SUBTOTAL: \$38,900.00**

#### **SUBCONSULTANTS FEE:**

Corgan	\$19,100.00
Quantum Spatial	\$0.00

**TOTAL FEE: \$58,000.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### CAPITAL IMPROVEMENT/PHASING PLAN AND FINANCIAL PLAN

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>7.1 Cost Estimates and CIP/Phasing Plan</b>									
Refine Development/Phasing Schedules		4	20		4			16	
Update Preliminary Cost Estimates		4	20						
Capital Improvement Plan		4	12					16	
Administrative		1							
QA/QC		1			1				
<b>Subtotal - CIP/Phasing Plan</b>	<b>0</b>	<b>14</b>	<b>52</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>
<b>7.2 Prepare Financial Plan</b>									
Funding Source Identification				8	2				
Revenue Projections				24	4				
Expense Projections				24	4				
PFC Strategy				16	4				
Inflationary Impacts				8					
Financial Workshop									
Meeting Preparation and Minutes				4	1				
Meeting Execution	4			4	4				
Travel for Meeting	5			8	5				
Teleconference Workshops	8			16	8				
Administrative		4			4				1
QC/Admin		2			2				
<b>Subtotal - Financial Plan</b>	<b>17</b>	<b>6</b>	<b>0</b>	<b>112</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>7.3 Prepare Draft Report</b>									
Working Paper Development		2		6	2				8
QC/Admin		2			2				
<b>Subtotal - Prepare Draft Report</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
<b>7.4 Airport Planning Meeting</b>									
Meeting Preparation and Minutes		4			4				1
Meeting Execution	2	2			2				
Travel for Meeting	6	6			6				
<b>Subtotal - Airport Planning Meeting</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Hours</b>	<b>25</b>	<b>36</b>	<b>52</b>	<b>118</b>	<b>59</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>10</b>
<b>Salary Costs</b>	<b>\$7,700</b>	<b>\$5,976</b>	<b>\$6,188</b>	<b>\$20,060</b>	<b>\$11,859</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,448.00</b>	<b>\$910.00</b>

**SUBTOTAL - SALARIES: \$57,141.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$519.00
Postage/Freight/Courier	\$40.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$700.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSE: \$1,259.00**

**SUBTOTAL: \$58,400.00**

#### **SUBCONSULTANTS FEE:**

Corgan	\$12,700.00
Quantum Spatial	\$0.00

**TOTAL FEE: \$71,100.00**



## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### AIRPORT LAYOUT PLAN

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>§.1 Draft ALP</b>									
Base Map, Topo, Surfaces, Geometry					1			24	
Profiles								12	
Title Sheet and Wind Rose Info								2	
Airport Layout Drawings					1			24	
Inner Approach Drawings					1			24	
Departure Surface Drawings					1			20	
Terminal Drawing					1			12	
Land Use Drawing					2			24	
Property Map					4			40	
QC Review					4			8	
ALP Revisions from Sponsor/FAA Review					4			16	
Administration					2				1
<b>Subtotal - Draft ALP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>206</b>	<b>1</b>
<b>§.2 ALP Narrative</b>									
ALP Overview						2			
Airport Layout Drawing						1			
Inner Approach Drawings						1			
Departure Surface Drawings						1			
Terminal Drawing						1			
Land Use Drawing						1			
Property Map						1			
QC Review					2				
Administration					2				
<b>Subtotal - ALP Narrative</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>§.3 Final Draft ALP</b>									
Title Sheet and Wind Rose Info								2	
Airport Layout Drawing					1			6	
Inner Approach Drawings					1			6	
Departure Surface Drawings					1			6	
Terminal Drawing					1			4	
Land Use Drawing					1			4	
Property Map					1			4	
QC Review					4				
ALP Revisions from Sponsor/FAA Review					8			24	
Administration		1			2				1
<b>Subtotal - Final Draft ALP</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>1</b>
<b>§.4 Final ALP</b>									
ALP Revisions from FAA Airspace Review					2			8	
Final ALP Plan Production					2			4	
QC Review					2			4	
Administration					2				1
<b>Subtotal - Final ALP</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>1</b>

<b>Hours</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>53</b>	<b>8</b>	<b>0</b>	<b>278</b>	<b>3</b>
<b>Salary Costs</b>	<b>\$0</b>	<b>\$166</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,653</b>	<b>\$1,192</b>	<b>\$0</b>	<b>\$38,642.00</b>	<b>\$273.00</b>

**SUBTOTAL - SALARIES: \$50,926.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$744.00
Postage/Freight/Courier	\$130.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSE \$874.00**

**SUBTOTAL: \$51,800.00**

#### **SUBCONSULTANTS FEE:**

Corgan	\$0.00
Quantum Spatial	\$0.00

**TOTAL FEE: \$51,800.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### AERONAUTICAL SURVEY AND GEOGRAPHIC INFORMATION SYSTEM DATA/TOOLS

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>9.1 Quantum Spatial Coordination</b>									
Approach Survey Coordination					2				
AGIS Coordination					2				
QC Review		1			1				
Administrative		1							1
<b>Subtotal - Approach Survey/AGIS Data</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>9.2 Aeronautical Survey and Data Collection</b>									
AGIS Coordination					2				
QC Review					2				
Administrative		1			1				
<b>Subtotal - Aeronautical Survey and Data Collection</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9.3 Orthophoto Mapping</b>									
FAR Part 77 Surfaces					1				
TERPs Surfaces					1				
150/5300-18B Surfaces					1				
QA/QC					1				
<b>Subtotal - 3-D Airspace Analysis</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9.4 Airport GIS Data Base Mapping</b>									
Gather Existing GIS Data					2				
Identify Attribute Needs					2				
Collect Data Attributes not Available via Aerial Imagery			8		8			20	
Collect and Convert Property Data to GIS					2			20	
QC Review		1							
Administrative		1							
<b>Subtotal - Airport GIS Base Mapping</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>
<b>9.5 Airspace Analysis Tool</b>									
Import Aeronautical Survey and GIS Attributes					8				
Import FAA Tower Database					4				
Develop 3-D Airspace TERPS Surfaces					16				
Develop 3-D FAR Part 77 Surfaces					16				
QC Review	1			2					
Administrative	1			1					
<b>Subtotal - Airport GIS Base Mapping</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>2</b>	<b>5</b>	<b>8</b>	<b>3</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>1</b>
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<b>Salary Costs</b>	\$616	\$830	\$952	\$510	\$14,472	\$0	\$0	\$5,560.00	\$91.00
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**SUBTOTAL - SALARIES: \$23,031.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$169.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$169.00**

**SUBTOTAL: \$23,200.00**

#### **SUBCONSULTANTS FEE:**

Corgan	\$0.00
Quantum Spatial	\$123,400.00

**TOTAL FEE: \$146,600.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### ECONOMIC IMPACTS AND TRANSPORTATION BENEFITS

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>10.1 Economic Impact Coordination and Report Writing</b>									
Information Gathering and Delivery					4				
Report Writing					4				
QC Review				1					
Administrative					1				
<b>Subtotal - Economic Impact Coordination and Report Writing</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10.2 Transportation Benefits</b>									
Identify Alternative Transportation Mode/Method						3			
Identify Alternative Commercial Airport						3			
Identify Alternative GA Airport						3			
Assess Travel Time Differential						3			
Analyze and Present Cost Comparison						3			
QC Review					4	3			
Administrative					1				
<b>Subtotal - Transportation Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10.3 Prepare Draft Report</b>									
Working Paper Development		2		2	2				8
QC/Admin		2			2				
<b>Subtotal - Prepare Draft Report</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
<b>Hours</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>8</b>
<b>Salary Costs</b>	<b>\$0</b>	<b>\$664</b>	<b>\$0</b>	<b>\$510</b>	<b>\$3,618</b>	<b>\$2,682</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$728.00</b>

**SUBTOTAL - SALARIES: \$8,202.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$378.00
Postage/Freight/Courier	\$20.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Localor/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$398.00**

**SUBTOTAL: \$8,600.00**

#### **SUBCONSULTANTS FEE:**

<b>Corgan</b>	<b>\$0.00</b>
<b>Quantum Spatial</b>	<b>\$0.00</b>
<b>Dr. Geoffrey D. Hewings</b>	<b>\$9,200.00</b>

**TOTAL FEE: \$17,800.00**

## APPENDIX B

### ABILENE REGIONAL AIRPORT AIRPORT MASTER PLAN

#### FINAL DOCUMENTATION/COORDINATION MEETINGS

WORK TASK DESCRIPTION	E-6	E-3	E-1	P-2	P-3	D-3	T-1	T-3	X-2
	hr	hr	hr	hr	hr	hr	hr	hr	hr
<b>11.1 Final Draft Report</b>									
Final Draft Report					2	8		12	
QC Review		2			8	8			
Administrative	1	1							1
<b>Subtotal - Final Draft</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>1</b>
<b>11.2 Final Draft Review Meeting</b>									
Minutes	1	4			4				
Meeting	4	4			4				
Travel for Meeting	6	6			6				
<b>Subtotal - Airport Planning Meeting</b>	<b>11</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>11.3 Abilene City Council Briefing</b>									
Council Briefing Preparation	1				4				
City Council Briefing Execution	2				2				
Travel time	6				6				
Administrative					1				1
<b>Subtotal - Council Briefing</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>11.4 Tenant Open House</b>									
Open House Preparation	2				4			16	
Open House Meeting Execution	4				4				
Travel time									
Administrative	1								1
<b>Subtotal - Tenant Open House</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>1</b>
<b>11.5 Executive Summary Brochure</b>									
Brochure development	2	2			8			24	
QA/QC	2	2			2				
Administrative		1			1				1
<b>Subtotal - Executive Summary Brochure</b>	<b>4</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>1</b>
<b>11.6 Final Report</b>									
Final Report					12			16	40
QC Review		1			2				
Administrative	1	1			2				1
<b>Subtotal - Final Report</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>41</b>

**Hours** 33 24 0 0 72 16 0 68 45

**Salary Costs** \$10,164 \$3,984 \$0 \$0 \$14,472 \$2,384 \$0 \$9,452.00 \$4,095.00

**SUBTOTAL - SALARIES:** \$44,551.00

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2,749.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$1,150.00

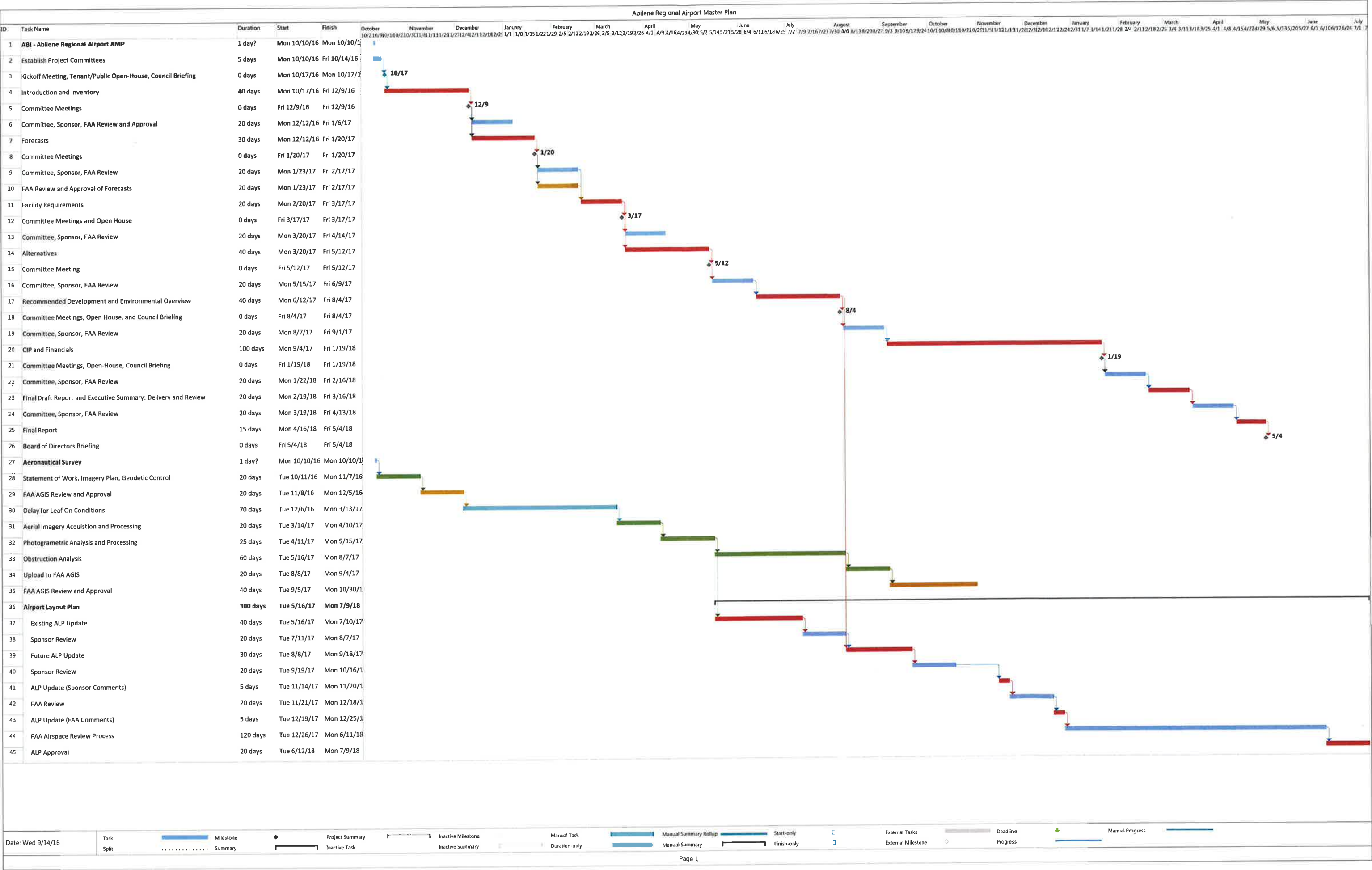
**SUBTOTAL - DIRECT NON-LABOR EXPENSE** \$3,949.00

**SUBTOTAL:** \$48,500.00

#### **SUBCONSULTANTS FEE:**

Corgan	\$20,700.00
Quantum Spatial	\$0.00

**TOTAL FEE:** \$69,200.00



# **Airport Master Plan Update Garver Task Order 9**

October 13, 2016





- The Airport Master Plan consists of many elements used to determine the best use of the airport for the next five, ten and twenty years.
- It guides Airport Management in land use on and around the airport and predicts areas of airport growth. A major component of a master plan is the Airport Layout Plan (ALP), which provides critical technical information used for aircraft performance and identifying and protecting airspace and noise sensitive areas.
- It is important to have current information available to Airport Management, Federal Aviation Administration, pilots and other airport users; however, the last Airport Master Plan was completed in 2002.



- Under this task order, Garver will provide the consulting and planning services necessary to update Abilene Regional Airport's Master Plan.
- This project will take approximately 18 months to complete and will include direct user and public input.
- The fee for this service is a fixed amount not to exceed **\$726,100**.
- This fee is covered at 90% (\$653,490) by AIP Grant 46. The total cost for the city's 10% match is **\$72,610**.





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director of Transportation Services**

**Resolution: Authorizing the City Manager to Execute Task Order 8 with Garver for  
SUBJECT: Professional Engineering Design Services Associated with Taxiway Seal Coat Design for  
the Abilene Regional Airport. *(Green)***

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**GENERAL INFORMATION**

Over time, rain and ultraviolet light exposure decrease the oil content of asphalt-paved surfaces causing the rock aggregates to break away and the surface to become brittle. To help restore the oil in asphalt, airports will have a rejuvenating sealant applied every few years to these paved surfaces to maximize the life of the asphalt. The airport's taxiways are now due for such a treatment. Airport staff has asked Garver to do the engineering design work for this project as part of the airport's FY16 Airport Improvement Program (AIP) Grant 46. Garver's Task Order 8, under the airport's Master Contract, is requested to be considered for authorization for the design and bidding services of this project. The fee for this task order is \$79,700.

The actual seal coat project will be bid under a near future fiscal year's AIP grant.

**SPECIAL CONSIDERATIONS**

A review of Garver's fee, called an Independent Fee Estimate was conducted by the engineering firm RS&H. RS&H determined that a customary charge for this service would be \$75,206. Garver's fee is approximately 6.2% above RS&H's estimate. However, FAA agreed with Airport Staff that this is still an acceptable fee.

**FUNDING/FISCAL IMPACT**

This task order is funded 90% (\$71,730) by AIP Grant 46. The city's 10% match (\$7,970.00) is funded by Proposition 9 of the 2015 General Obligation Bond.

**STAFF RECOMMENDATION**

Airport Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board approved its recommendation at its September 14 meeting.

**ATTACHMENTS:**

Description	Type
▣ Garver Task Order 8 Resolution	Resolution Letter
▣ Garver Task Order 8	Backup Material
▣ Taxiways Seal Coat Design - Garver Task Order 8 Presentation	Presentation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER 8 WITH GARVER FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH TAXIWAYS  
SEAL COAT REHABILITATION.**

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

**WHEREAS**, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

**WHEREAS**, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2016 grant funding to design the taxiways seal coat rehabilitation project; and

**WHEREAS**, this project will require qualified airport engineering; and

**WHEREAS**, the City has a 2013 master contract with Garver for such services; and

**WHEREAS**, the City of Abilene accepted Airport Improvement Program Grant 46 in the amount of \$1,234,022 to include funding for this project.

**WHEREAS**, the fee for Task Order 8 is \$79,700.00 and is eligible for funding by Airport Improvement Program Grant 46.

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

- I. That the City Manager is authorized to execute Task Order 8 with Garver for Abilene Regional Airport's Taxiways Seal Coat Rehabilitation Design.
- II. That Ninety Percent (90%), which is \$71,730, of this cost is funded by FAA AIP Grant 46 and Ten Percent (10%), which is \$7,970, is the city's Local Grant Match funded by the 2015 General Obligation Bond Proposition 9.

**ADOPTED this 13th day of October 2016.**

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**TASK ORDER NO. 8  
CITY OF ABILENE  
ABILENE REGIONAL AIRPORT  
TAXIWAY SEAL COAT REHABILITATION  
Garver Project No. 16081252**

In accordance with the Agreement dated June 1, 2013 between **City of Abilene**, hereinafter called "City" and **Garver, LLC**, hereinafter called "Consultant", City and Consultant agree as follows:

1. **Project Owner:** City of Abilene
2. **Project Title:** Taxiway Seal Coat Rehabilitation – Design and Bidding Services
3. **Project Description:** Taxiway Seal Coat Rehabilitation Design consisting primarily of seal coat rehabilitation, crack sealing, and marking of taxiway pavement.
4. **Scope of Services:** See attached scope of services.
5. **Responsibilities of Client:** In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:
  - a) Giving thorough consideration to all documents presented by Consultant and informing Consultant of all decisions within a reasonable time so as not to delay the work of Consultant.
  - b) Paying all plan review and advertising costs in connection with the project.
  - c) Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
6. **Schedule:** Consultant shall begin work under this Task Order within ten (10) days of a Notice to Proceed and shall complete on a mutually agreeable schedule.
7. **Payment to Engineer:** The lump sum amount to be paid under this Task Order is \$79,700. For informational purposes, a breakdown of the Consultant's estimated costs is attached with approximate current hourly rates for each employee classification. The City will pay the Consultant on a monthly basis, based upon statements submitted by the Consultant to the City indicating the estimated proportion of the work accomplished.
8. **Attachments:**
  - a) Scope of Work
  - b) Fee Summary
  - c) Schedule

**Approval and Acceptance**

Approval and acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. The Consultant is authorized to begin performance upon receipt of a copy of this Work Order signed by the City.

The Effective Date of the Work Order is \_\_\_\_\_.

**City of Abilene**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Garver, LLC**

  
\_\_\_\_\_  
Signature

Name: FRANK MCILWAIN

Title: VICE PRESIDENT



## **APPENDIX A – SCOPE OF SERVICES**

### **2.1 General**

Generally, the scope of services includes design and bidding for improvements referred as **Taxiway Seal Coat Rehabilitation Design**. Improvements will consist primarily of seal coat rehabilitation, crack sealing, and marking of taxiway pavement. This project is anticipated to be constructed in one construction project.

### **2.2 Preliminary Engineering Report**

The preliminary engineering report phase submittal will include a site inspection, construction safety and phasing plans, rehabilitation plans, and an opinion of probable construction cost. The preliminary design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include "front end" contract documents. Garver will not begin final design until the preliminary engineering report is approved by the Owner in writing.

### **2.3 Final Design**

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, a 7460 airspace submittal, final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make a final field inspection with Owner, make any needed plan changes as a result of the final field inspection, and prepare the construction documents as required to advertise for bids.

### **2.4 Coordination**

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

### **2.5 Bidding Services**

During the bidding phase of the project, Garver will:

1. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
2. Support the contract documents by preparing addenda as appropriate.
3. Attend a pre-bid meeting.
4. Attend the bid opening.
5. Prepare bid tabulation.
6. Evaluate bids and recommend award.

### **2.6 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three half-size copies of the Preliminary Engineering Report.
2. Three half-size copies of the Final plans and specifications with opinion of probable

- construction cost.
- 3. One half-size copy of the Final plans to each potentially affected utility company.
- 4. Three half-size copies of the Bid Documents (revised Final plans and specifications) with opinion of probable construction cost.
- 5. One full-size copy of the Bid Documents (revised Final plans and specifications).
- 6. One copy of the Construction Management Plan.
- 7. Electronic files as requested.

## **2.7 Extra Work**

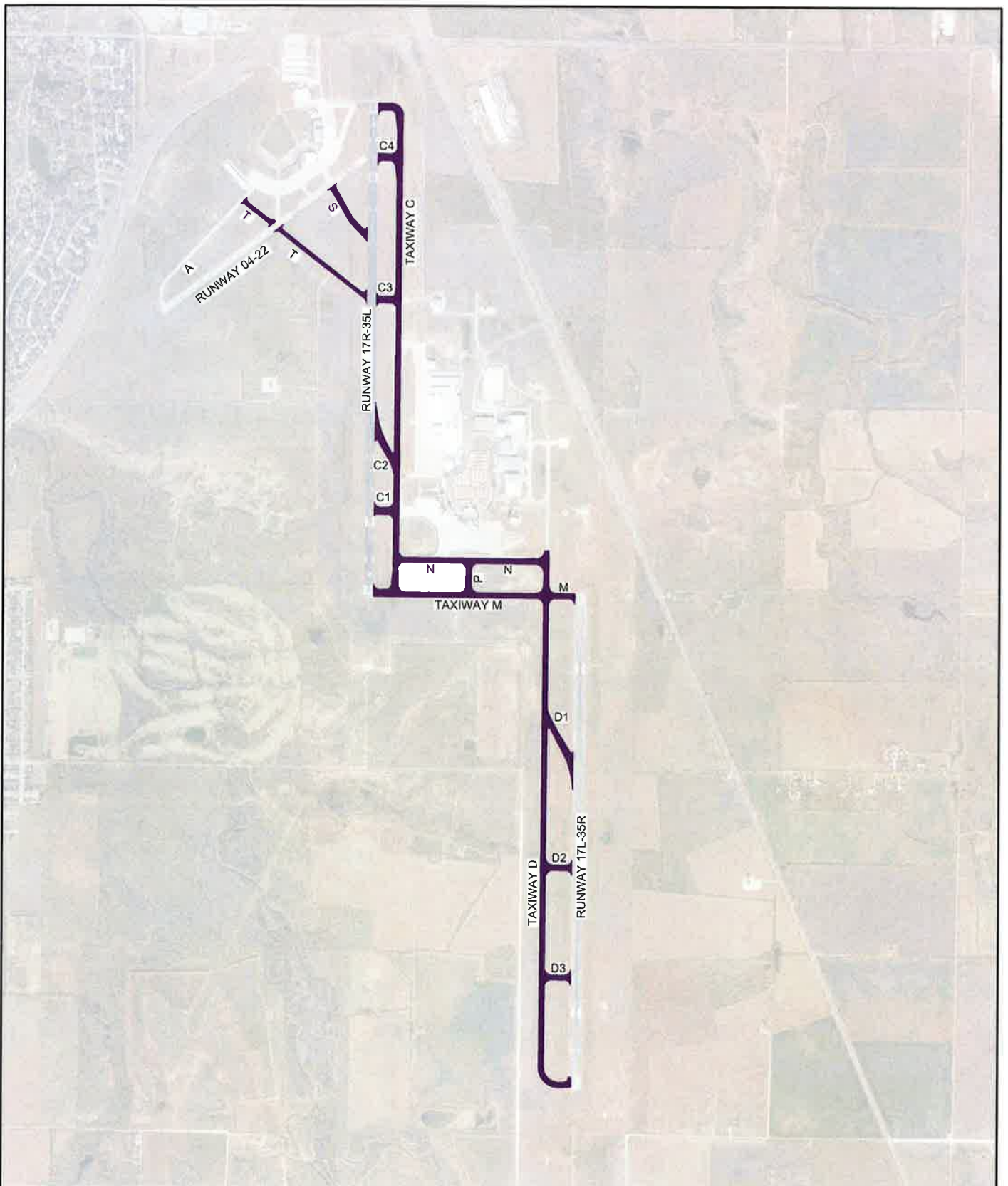
The following items are not included under this agreement but will be considered as extra work:

- 1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- 2. Submittals or deliverables in addition to those listed herein.
- 3. Pavement Design for any new or existing pavement.
- 4. Design of any utilities or FAA equipment relocation.
- 5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- 6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- 7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

## **2.8 Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the attached schedule (Attachment C).



## LEGEND



FY 2016 - DESIGN (SEAL COAT)  
TAXIWAYS C, C1, C2, C3, C4, D, D1,  
D2, D3, M, N, P, S AND T



ABILENE REGIONAL AIRPORT  
ABILENE, TEXAS

OVERALL DEVELOPMENT OBJECTIVE  
FY 2016 - DESIGN (SEAL COAT) FOR  
TAXIWAYS C, C1, C2, C3, C4, D, D1, D2, D3, M,  
N, P, S AND T

FIGURE NUMBER

**FY2016**

SHEET  
NUMBER

**ODO**

## **APPENDIX B**

### **ABILENE REGIONAL AIRPORT TAXIWAY SEAL COAT REHABILITATION TASK ORDER NO. 8**

#### **FEE SUMMARY**

<b>Title I Services</b>	<b>Estimated Fees</b>
Preliminary Engineering Report	\$27,600.00
Final Design	\$40,200.00
Bidding Services	\$11,900.00
<b>Subtotal for Title I Services</b>	<b>\$79,700.00</b>

**APPENDIX B****ABILENE REGIONAL AIRPORT  
TAXIWAY SEAL COAT REHABILITATION  
TASK ORDER NO. 8****PRELIMINARY ENGINEERING REPORT**

WORK TASK DESCRIPTION	E-6	E-3	E-1	T-2	X-1
	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>					
Project Quality Control Plan and Design Criteria	1	2			
Prepare for and Conduct site investigation and inventory pavement distresses		14	24		
<b>Prepare Preliminary Engineering Report</b>					
Scope Description and Objectives		1			
Conceptual Rehabilitation Layout Plans	1	1	4	16	
Conceptual Construction Phasing	1	1	4	8	
Quantities		1	4	12	
Engineer's Opinion of Total Probable Costs	1	1	4		
Develop Draft Report		6	8		
QC Review	2	4			
Finalize and Submit Draft Report		2	8	8	2
Prepare for and Conduct Draft Report Review Meeting	4	6			
Address Review Comments and Submit Final Report		4	12	12	
Update Capital Improvement Plan		6	4	8	
<b>Subtotal - Civil Engineering</b>	10	49	72	64	2

<b>Hours</b>	<b>10</b>	<b>49</b>	<b>72</b>	<b>64</b>	<b>2</b>
<b>Salary Costs</b>	\$2,930.00	\$7,742.00	\$8,136.00	\$7,808.00	\$134.00

**SUBTOTAL - SALARIES: \$26,750.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$150.00
Travel Costs	\$350.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$850.00**

**SUBTOTAL: \$27,600.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$27,600.00**

**APPENDIX B****ABILENE REGIONAL AIRPORT  
TAXIWAY SEAL COAT REHABILITATION  
TASK ORDER NO. 8****FINAL DESIGN**

WORK TASK DESCRIPTION	E-6	E-3	E-1	T-2	X-1
	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>					
<b>Final Plans</b>					
Rehabilitation Plan Sheets (12 Sheets)		4	12	16	
Rehabilitation Details		2	6	8	
Pavement Marking Plan & Details (12 sheets)		2	8	16	
Erosion Control Plan and Details		1	4		
Miscellaneous Details		1	2	4	
Construction Safety & Phasing Plan	1	4	8	6	
7460 Airspacing		1	8	8	
Front End Specifications and Modifications		12			
Technical Specifications and Modifications		4	12		8
Quantities		2	8	12	
Opinion of Probable Construction Cost	1	2	8		
Coordination with Airport and FAA	4	6			
Develop Final Bid Documents & Coordination with City Purchasing Dept.		4			
Final QC Review and Revisions	4	6	12	16	
Final Design Review Meeting with the Airport and FAA	6	10			
Address Airport and FAA Final Comments		4	6	10	
Prepare and Submit Construction Management Plan		4	8		
<b>Subtotal - Civil Engineering</b>	<b>16</b>	<b>69</b>	<b>102</b>	<b>96</b>	<b>8</b>
<b>Hours</b>	<b>16</b>	<b>69</b>	<b>102</b>	<b>96</b>	<b>8</b>
<b>Salary Costs</b>	<b>\$4,688.00</b>	<b>\$10,902.00</b>	<b>\$11,526.00</b>	<b>\$11,712.00</b>	<b>\$536.00</b>

**SUBTOTAL - SALARIES:** **\$39,364.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$36.00
Computer Modeling/Software Use	\$150.00
Travel Costs	\$350.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$836.00**

**SUBTOTAL:** **\$40,200.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$40,200.00**



**APPENDIX B****ABILENE REGIONAL AIRPORT  
TAXIWAY SEAL COAT REHABILITATION  
TASK ORDER NO. 8****BIDDING SERVICES**

WORK TASK DESCRIPTION	E-6	E-3	T-2	X-1
	hr	hr	hr	hr
<b>1. Civil Engineering</b>				
Notify prospective bidders and dispense plans and specs		4		4
Addendums/Inquiries	1	12	6	
Prepare for and attend Pre-Bid Meeting	8	8		
Bid Opening	8			
Prepare bid tabulation	1	2		2
Evaluate bids and recommend award	1	2		
<b>Subtotal - Civil Engineering</b>	<b>19</b>	<b>28</b>	<b>6</b>	<b>6</b>

<b>Hours</b>	<b>19</b>	<b>28</b>	<b>6</b>	<b>6</b>
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<b>Salary Costs</b>	<b>\$5,567.00</b>	<b>\$4,424.00</b>	<b>\$732.00</b>	<b>\$402.00</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$11,125.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$125.00
Travel Costs	\$450.00

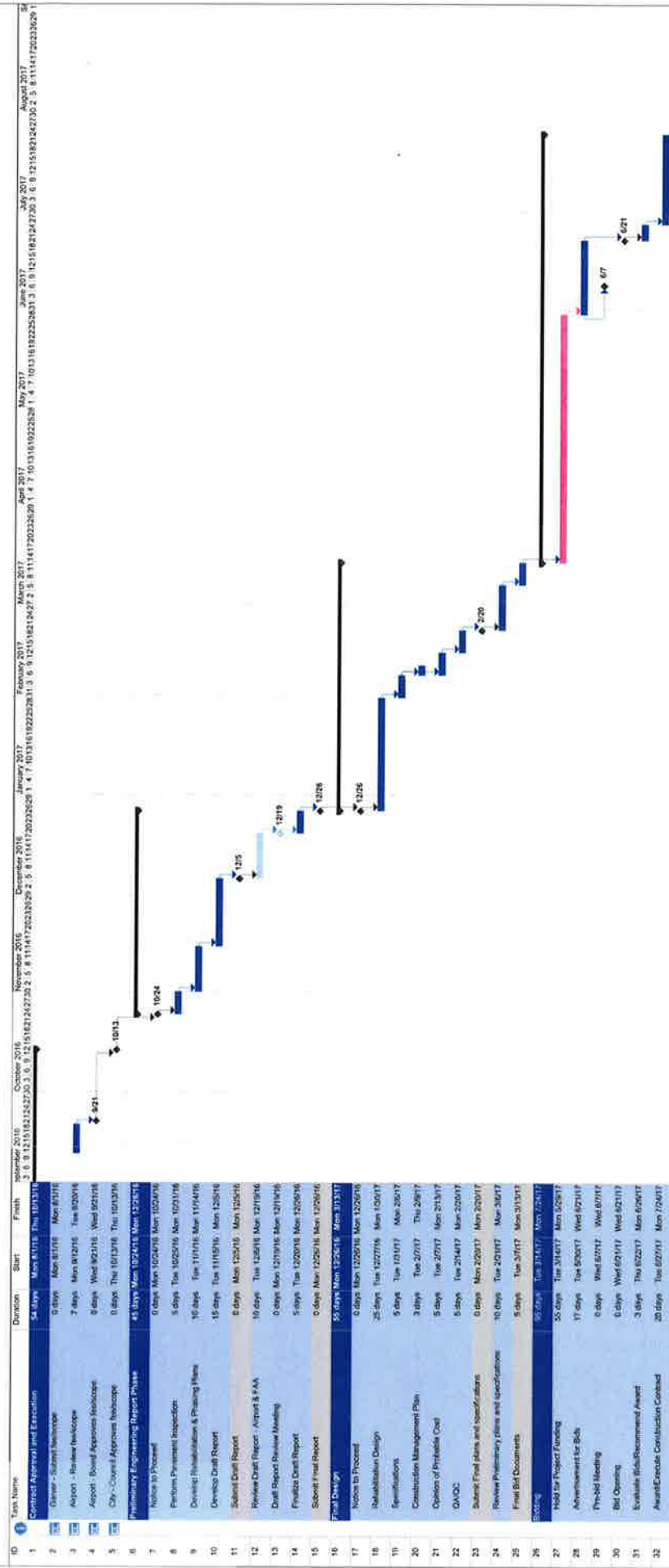
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$775.00</b>
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<b>SUBTOTAL:</b>	<b>\$11,900.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$11,900.00</b>
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Atlanta Regional Airport  
Runway Seal Coat Rehabilitation  
Attachment C



# **Taxiways Seal Coat Rehabilitation Design Garver Task Order 8**

October 13, 2016



- Rain and ultraviolet light exposure decrease the oil content of asphalt-paved surfaces causing the rock aggregates to break away and the surface to become brittle.
- A rejuvenating seal coat applied every few years to these paved surfaces restores the oil content to maximize the life of the asphalt.
- The airport's taxiways are now due for such a treatment.

















**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director of Transportation Services**

**Resolution: Authorizing the City Manager to enter into a Contract with Development  
SUBJECT: Corporation Of Abilene, Inc. (DCOA) for FY17 Airport Marketing and Development  
(Green)**

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**GENERAL INFORMATION**

The Development Corporation of Abilene, Inc. (DCOA) contracts with the city of Abilene each year to provide funding for Abilene Regional Airport's Marketing and Development Program. DCOA recognizes the importance to the city of efforts to increase air service and commercial development of the airport. This contract funds such activities as the salary and benefits cost for the Airport Marketing and Development Manager and airline and passenger marketing. The DCOA Board approved \$185,150 to fund this contract in FY17 and is a 1.33% funding increase over last year's contract.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The \$185,150.00 amount was included in DCOA's FY17 budget and also the Department of Transportation Service's FY17 budget.

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The DCOA Board meets October 11 to consider the actual contract. If the board does not approve the contract, this item will be pulled from City Council's agenda.

**ATTACHMENTS:**

Description	Type
❑ DCOA FY17 Airport Marketing Contract Resolution	Resolution Letter
❑ DCOA FY17 Airport Marketing Contract	Backup Material
❑ DCOA Airport Marketing Contract Presentation	Presentation



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH  
DEVELOPMENT CORPORATION OF ABILENE FOR AIRPORT MARKETING AND  
DEVELOPMENT IN FY17.**

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

**WHEREAS**, the Development Corporation of Abilene (DCOA) is charged with  
economic development of the city; and

**WHEREAS**, the DCOA recognizes the advantage of an airport with scheduled airline  
service and the potential to continue and expand economic development at the airport; and

**WHEREAS**, DCOA has agreed to fund the airport's FY17 Marketing and Development  
Program.

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

That the City Manager is authorized to execute the contract with DCOA to fund  
Airport marketing and development in the amount of \$185,150.00 in Fiscal Year  
17.

**ADOPTED this 13th day of October 2016.**

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

X

X

X

1. Continue to develop the Business Development Management Program at the Abilene Regional Airport by:
  - a. Participating in major area trade shows and continuing the community outreach efforts by seeking speaking engagements to civic groups throughout our 16 county catchment area that highlight the operations of the airport, construction updates, air service needs and fare comparisons, and
  - b. Marketing the airport amenities and upgrades using a variety of medium including television, radio, newspaper ads, billboards, individual events, sponsorships, publications, and social media promotions, and
  - c. Continuing the ABI-VIP Passenger Rewards Program and Passenger Appreciation Days to encourage air travel from Abilene.
  - d. Continuing to work with the air service consultant to retain the current air service and explore new service.
  - e. Attending the Network USA 2017 Conference.
2. Submit a written report to DCOA by April 10, 2017 of progress made through the

activities specified in Sec. A. 1., above, since October 1, 2016. The report shall also be presented orally to the DCOA during the April 2017 board meeting, or the first board meeting to occur subsequent to April 10, 2017.

In addition, a second written report will be submitted by October 10, 2017, of progress made since April 2017. Likewise, the report shall be presented orally to the DCOA during the October 2017 board meeting, or the first board meeting to occur subsequent to October 10, 2017.

3. Provide the number of needed parking spaces in the Airport's covered parking lot at the far north end to the DCOA for use by employees of Eagle Aviation Services, Inc. ("EASI").
4. Enforce all parking rules and regulations directly with EASI and notify the DCOA of any recurring problems or violations.
5. Continue policing the subject parking spaces as with the remainder of the parking lot and maintaining the covered awnings.

**B. DCOA AGREES TO:**

Provide the City funding in the total amount of One Hundred Eighty-Five Thousand One Hundred Fifty and no/100's Dollars (\$185,150) for the one-year period ending September 30, 2017, for the following:

- a. \$71,150 - operating support for the Business Development Management Program division of the Abilene Regional Airport.
- b. \$35,000 - consulting services for retaining current and exploring new air service and for aircraft maintenance services.
- c. \$61,500 - marketing airport services, amenities and upgrades using variety of medium including television, radio and newspaper ads to Catchment Area of 16 counties.
- d. \$13,500 - to contract with media production company for video, audio and graphic production; website hosting and maintenance; VIP Program maintenance.
- e. \$4,000 - expenses for 2 staff members to attend airport development conferences.
- f. Pay for all supplies necessary to allow EASI employee access to the parking lot and for all improvements and upgrades necessary to the parking spaces and surrounding area. The City shall provide the DCOA copies of invoices/receipts evidencing eligible expenses.

**Funding amounts listed above may be moved from one category to the other only with the written authorization of the CEO.**



### **III. TERMINATION**

This contract may be terminated by the DCOA or the City, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to August 2, 2017, this contract expires without notification on September 30, 2017.

### **IV. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

### **V. MINORITY AND SMALL BUSINESSES**

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

### **VI. EQUAL EMPLOYMENT OPPORTUNITIES**

During the performance of this contract, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

**VII. AGREEMENT:**

**This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.**

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVELOPMENT CORPORATION OF  
ABILENE, INC.**

174 Cypress, Ste. 301  
Abilene, Texas 79601

**CITY OF ABILENE**

P.O. Box 60  
Abilene, Texas 79604

\_\_\_\_\_  
Kent Sharp, CEO

ATTEST:

\_\_\_\_\_  
Kim Tarrant, Chief Administrative Officer

\_\_\_\_\_  
Robert Hanna, City Manager

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Stanley Smith, City Attorney

S:\DCOA\Annual Contracts\Airport Business Development\FY 17\Airport Bus Dev FY2017 contract.doc

# **Development Corporation of Abilene's Annual Contract for Airport Marketing and Development**

October 13, 2016



- The Development Corporation of Abilene (DCOA) contracts with the city of Abilene each year to provide funding for Abilene Regional Airport's Marketing and Development Program.
- This contract funds such activities as the salary and benefits cost for the Airport Marketing and Development Manager and airline and passenger marketing.
- Airport and DCOA staffs work together on existing, new and potential projects related to airport development.
- The DCOA Board approved \$185,150 to fund this contract in FY17 and is a 1.33% funding increase over last year's contract.





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Chris Taylor, Assistant Director of Transportation Services**

**SUBJECT: Resolution: Award of Bid through BuyBoard, Solid Waste Roll Off Truck. *(Taylor)***

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**GENERAL INFORMATION**

Fleet Management seeks approval to purchase one roll off truck to replace a unit that is no longer cost-effective to maintain.

The unit is to be purchased through the local government purchasing cooperative (BuyBoard) to effectively coordinate the build process and delivery.

**SPECIAL CONSIDERATIONS**

**BID TABULATION:**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Rush Truck Center	2017 Peterbilt 367 Roll Off Refuse Truck	\$171,299.92

**FUNDING/FISCAL IMPACT**

Funds for the purchase are to be provided by the Fleet Replacement Fund.

**STAFF RECOMMENDATION**

It is recommended that the unit be purchased through BuyBoard in the amount of \$171,299.92.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Rolloff Truck Purchase Resolution	Resolution Letter
❑ Updated presentation	Presentation

**RESOLUTION NO \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS, AWARDED BID TO  
RUSH TRUCK CENTER - ABILENE**

**WHEREAS**, the City of Abilene requested a local government purchasing cooperative, BuyBoard, to provide a state contract pricing quote for the purchase of one (1) 2017 Peterbilt 367 roll off refuse truck assigned to the Solid Waste Division and

**WHEREAS**, following a quote was received on August 3, 2016 from Rush Truck Center in the amount of \$171,299.92

**WHEREAS**, Staff recommends awarding the bid to BuyBoard/Rush Truck Center.

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

**PART 1:** That the city Council approves this award in the amount of \$171,299.92.

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

**ADOPTED this 13<sup>th</sup> day of October, 2016**

**ATTEST:**

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

\_\_\_\_\_  
Norm Archibald, Mayor

**APPROVED:**

\_\_\_\_\_  
Stanley Smith, City Attorney



# **Agenda Item 7.5**

## **SOLID WASTE ROLL OFF TRUCK**

- Roll off trucks are used to support the movement of large refuse containers from job sites all over the City for disposal.
- Delivers and lifts containers with loads up to 20 tons each day it is used.



## Specifics

- Unit Number 3761
- Sterling LT9500 Cab & Chassis
- GVWR 64,000 lbs
- Galbreath SS75 Roll-off Body
- Caterpillar C113 Engine
- Allison 4500RDS

## History

- 2007 Model
- Mileage 239,285
- Annual Miles: 26,588
- Hours 15,284
- Purchase Cost: \$129,461.00
- Life Maint. Cost:\$103,348.00



# Replacement Descriptions

- 2017 Peterbilt 567
- Amount \$171,299.92 via purchasing cooperative Buy Board with funds sourced from the Fleet Replacement Fund.
- Estimated Delivery Date to user: February 2017



# Staff Recommendations

- Fleet Maintenance: This vehicle did not meet reliability expectations and will only serve to increase maintenance cost and reduce availability of service to Solid Waste and its customers.
- Fleet Management Office: Vehicle meets mileage criteria of the city's Vehicle Replacement Policy. Purchase is recommended.
- Assistant Director of Transportation Services: Concerns of Solid Waste and Fleet Maintenance Staffs have been validated and this purchase is recommended.
- Department Director: Supports the replacement opinion.





**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana Schoening, Director of Planning and Development Services**

**Ordinance: *(Final Reading)* Z-2016-39 A request from the City of Abilene to rezone property from an AO (Agricultural Open Space) zone to a PD (Planned Development) district located at the southeast corner of Ben Richey Dr. and Boys Ranch Rd. *(Schoening)***

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**GENERAL INFORMATION**

Currently, the subject property is zoned AO. The majority of the subject property is being used as the Ben Richey's Boys Ranch which, "...is a private, non-profit basic child care facility. Ben Richey Boys Ranch provides clean, comfortable and safe homes for each boy at the Ranch...Boys on the Abilene campus attend Jackson Elementary, Madison Middle School, and Cooper High School...Boys raise livestock and vegetable gardens are planted each year and cared for by the boys. The boys are also active participants in the newly formed horse program at Ben Richey Boys Ranch" (Boys, 2016). In addition to the Boys Ranch Program, the property owners are also starting a program for single mothers to be able to reside on the property as well. "The Family Program exists to restore single mothers and their children with hope, comfort, and shelter while they locate resources they need to move toward successful independent living... While the mother works toward setting goals with the guidance of dedicated and supportive staff, she lives in a comfortable residential setting with her children... Mothers and their children live in shared homes with private bedrooms and bathrooms that are assigned to their families..." until they are able to support themselves and their children without the support of someone else (Family, 2016). In order to accommodate these families, the Ranch is looking to construct more institutional housing located on the western portion of the subject property. This would require their property line to be extended west all the way to Boys Ranch Rd. The majority of the properties nearby are AO (Agricultural Open Space), with HI (Heavy Industrial) to the east and northeast. After extending the property line west, the PD would allow for institutional housing and a waiver of the sidewalk and street improvement requirements on Ben Richey Dr. and Boys Ranch Rd. that are associated with the new development. The proponents desire for the base zoning of the PD to remain AO so that the Ranch can continue to provide the farming, gardening, and horse programs that are in place. They desire to add institutional housing within the proposed PD because that is how they are currently housing the boys and will eventually house the single mothers at the Ranch.

The Future Land Use section of the Comprehensive Plan designates this property as 'business/industrial'. The PD will have a base of AO zoning, which is what the property is currently zoned as. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.

**SPECIAL CONSIDERATIONS**

## **FUNDING/FISCAL IMPACT**

## **STAFF RECOMMENDATION**

Staff recommends approval.

## **BOARD OR COMMISSION RECOMMENDATION**

The Planning & Zoning Commission recommends approval of this request by a vote of five (5) in favor (Bixby, Dunnahoo, Famble, Smith and McClarty) and none opposed.

## **ATTACHMENTS:**

Description	Type
▣ Ordinance Exhibit	Cover Memo
▣ Staff Report With Maps	Exhibit
▣ PowerPoint	Presentation



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

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-158 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 22<sup>nd</sup> day of September A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19<sup>th</sup> day of August, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 13<sup>th</sup> day of October, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 13<sup>h</sup> day of October, A.D. 2016.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

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

Exhibit "A"

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

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

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

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) to PD (Planned Development) zoning.

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

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

A0801 SUR 66 B A L SE/4, TRACT ABILENE BOYS RANCH, ACRES 20.54; WESTERN PORTION OF A0801 SUR 66 B A L SE/4, ADJACENT TO BOYS RANCH PROPERTY, ACRES 7.7



Location:  
Southeast corner of Ben Richey Dr. and Boys Ranch Rd.

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

EXHIBIT "A"

PAGE 3

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for AO (Agricultural Open Space) uses, institutionalized housing, and to waive the sidewalk and street improvement requirements associated with new development.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the AO (Agricultural Open Space) zoning district, except as modified below:

1) PERMITTED USES:

- a. Institutionalized Housing

2) DEVELOPMENT REGULATIONS:

- a. The requirements to improve the sidewalks and streets along both Ben Richey Dr. and Boys Ranch Rd., instigated by the new development on the property, will be waived.

-END-

# ZONING CASE Z-2016-39

## STAFF REPORT



### APPLICANT INFORMATION:

City of Abilene

### HEARING DATES:

P & Z Commission: September 6, 2016

City Council 1<sup>st</sup> Reading: September 22, 2016

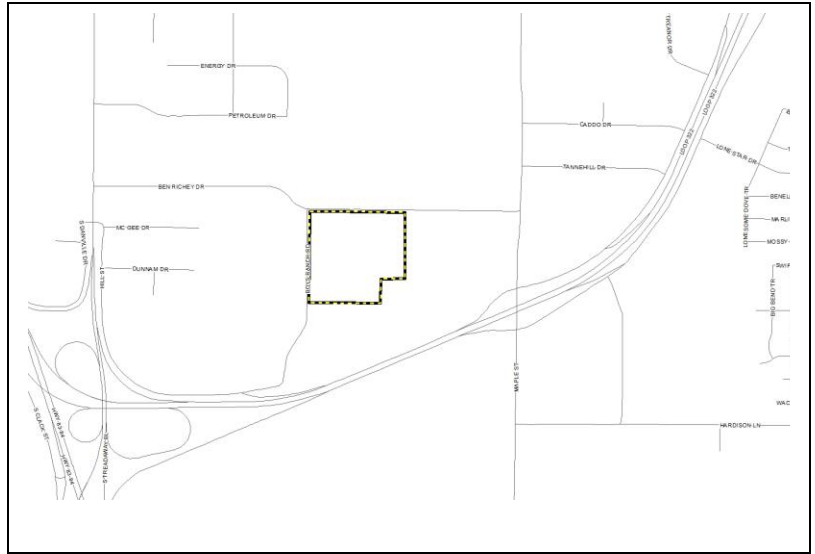
City Council 2<sup>nd</sup> Reading: October 13, 2016

### LOCATION:

Southeast corner of Ben Richey Dr. and Boys Ranch Rd.

### REQUESTED ACTION:

Rezone property from an AO (Agricultural Open Space) zone to a PD (Planned Development) district



### SITE CHARACTERISTICS:

The subject parcel totals approximately 28.24 acres and is currently zoned AO. The adjacent properties are zoned AO to the north, south, and west, and HI (Heavy Industrial) to the east and northeast.

### ZONING HISTORY:

The property has been AO zoning since the zoning map was initially adopted in 1974.

### ANALYSIS:

- Current Planning Analysis

Currently, the subject property is zoned AO. The majority of the subject property is being used as the Ben Richey's Boys Ranch which, "...is a private, non-profit basic child care facility. Ben Richey Boys Ranch provides clean, comfortable and safe homes for each boy at the Ranch...Boys on the Abilene campus attend Jackson Elementary, Madison Middle School, and Cooper High School...Boys raise livestock and vegetable gardens are planted each year and cared for by the boys. The boys are also active participants in the newly formed horse program at Ben Richey Boys Ranch" (Boys, 2016). In addition to the Boys Ranch Program, the property owners are also starting a program for single mothers to be able to reside on the property as well. "The Family Program exists to restore single mothers and their children with hope, comfort, and shelter while they locate resources they need to move toward successful independent living... While the mother works toward setting goals with the guidance of dedicated and supportive staff, she lives in a comfortable residential setting with her children... Mothers and their children live in shared homes with private bedrooms and bathrooms that are assigned to their families...", until they are able to support themselves and their children without the support of someone else (Family, 2016). In order to accommodate these families, the Ranch is looking to construct more institutional housing

located on the western portion of the subject property. This would require their property line to be extended west all the way to Boys Ranch Rd.

The majority of the properties nearby are AO (Agricultural Open Space), with HI (Heavy Industrial) to the east and northeast. After extending the property line west, the PD would allow for institutional housing and a waiver of the sidewalk and street improvement requirements on Ben Richey Dr. and Boys Ranch Rd. that are associated with the new development. The proponents desire for the base zoning of the PD to remain AO so that the Ranch can continue to provide the farming, gardening, and horse programs that are in place. They desire to add institutional housing within the proposed PD because that is how they are currently housing the boys and will eventually house the single mothers at the Ranch.

Kirgan, Lee. "Boys Ranch - Ben Richey Boys Ranch and Family Program." *Ben Richey*. N.p., n.d. Web. 12 Aug. 2016. <<http://benrichey.org/boys-ranch-2/>>.

Kirgan, Lee. "Family Program - Ben Richey Boys Ranch and Family Program." *Ben Richey Boys Ranch and Family Program*. N.p., n.d. Web. 12 Aug. 2016. <<http://benrichey.org/programs/>>.

- **Comprehensive Planning Analysis**

The Future Land Use section of the Comprehensive Plan designates this property as 'business/industrial'. The PD will have a base of AO zoning, which is what the property is currently zoned as. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.

## **PLANNING STAFF RECOMMENDATION:**

Staff recommends approval.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

Mr. Famble moved to approve this request, and Mr. Dunnahoo seconded the motion. The vote was approved by five (Bixby, Dunnahoo, Famble, Smith and McClarty) and none opposed.

## **NOTIFICATION:**


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

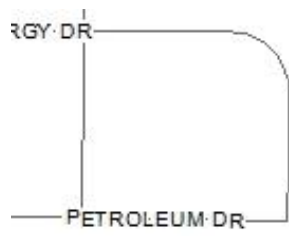
OWNER	ADDRESS	RESPONSE
City of Abilene	501 Ben Richey Dr.	
Mrs. Bonita June Hanson	401 Ben Richey Dr.	
Herb Pittman	888 Ben Richey Dr.	
Pak Harris Enterprises LTD	1001 Ben Richey Dr.	In Favor
Pak Harris Enterprises LTD	902 Ben Richey Dr.	In Favor
MB Rentals LTD	4750 Boys Ranch Rd.	
City of Abilene	5602 Maple St.	

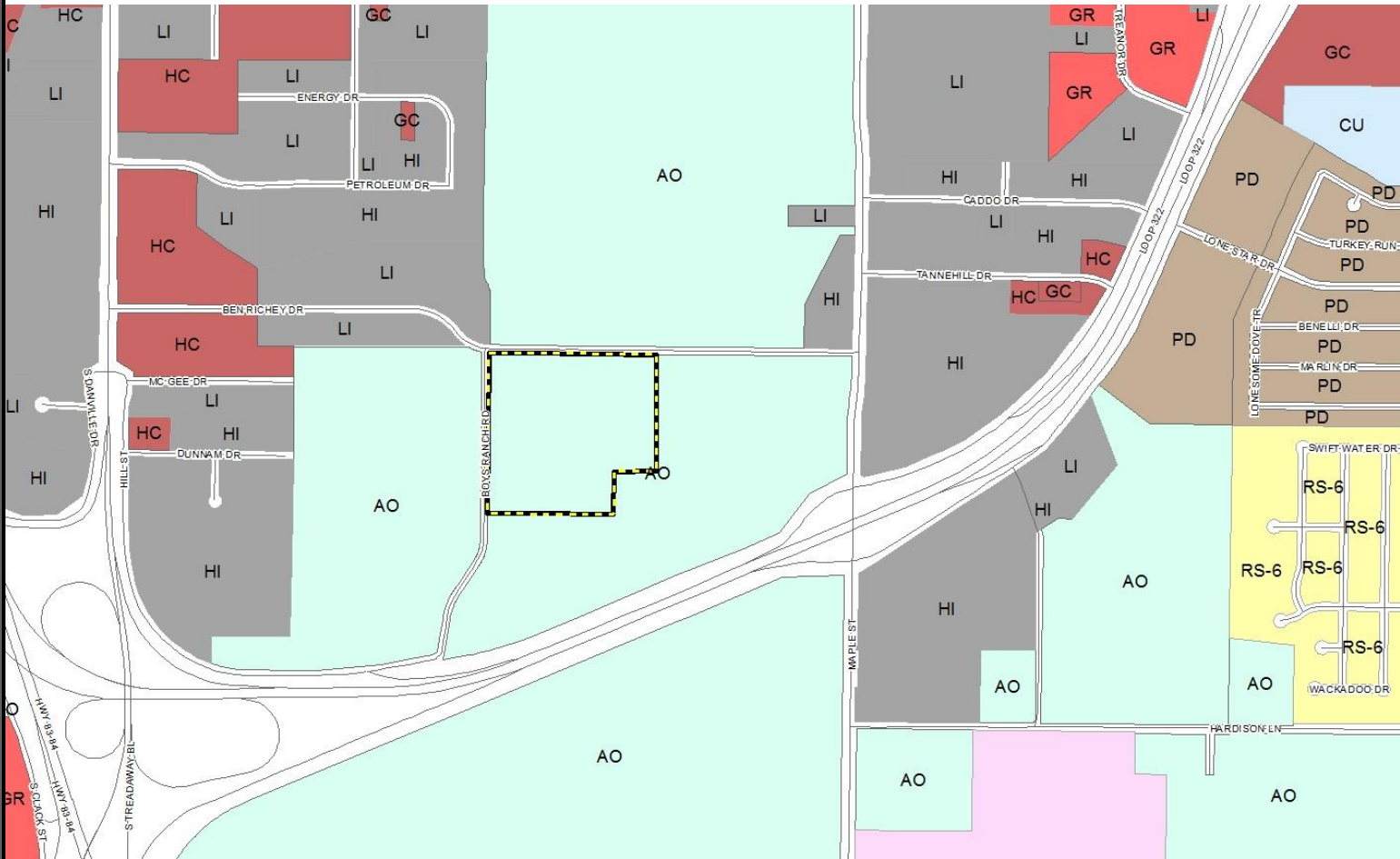


2 in Favor- **Y**  
0 Opposed- **N**



 - Portion of boundary to be extended











# Z-2016-39

**Request:** Rezone from AO to PD zoning

**Location:** Southeast corner of Ben Richey Dr. and Boys Ranch Rd.

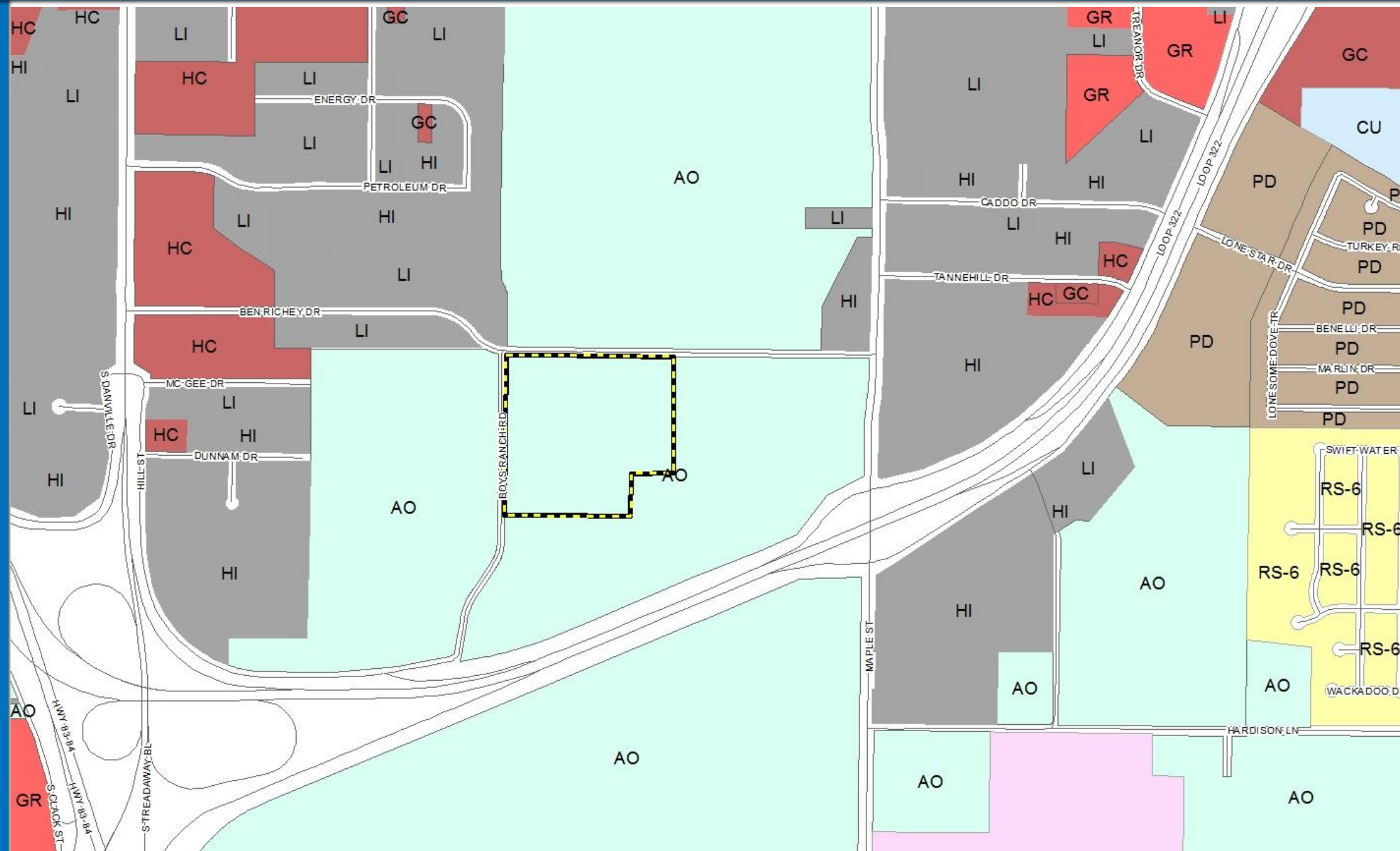
**Notification:** 2 in favor; 0 opposed

**Staff Recommendation:** Approval

**P & Z Recommendation:** Approval of request

















View looking south toward subject property along Boys Ranch Rd.





View looking east along Ben Richey Dr.





View looking southeast toward subject property





View looking east along Ben Richey Dr.





View looking south toward entrance of subject property





View looking south toward subject property





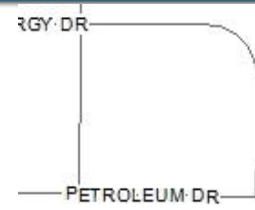
View looking southwest toward east side of subject property






View looking southwest toward west side of subject property





 - Approx. portion of boundary to be extended





# Permitted Uses in AO Zoning

## RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling— Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

## ACCESSORY AND INCIDENTAL USES:

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

## CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

## EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

## SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

## TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well

## LEGEND

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



# Requested PD Zoning

This Planned Development shall be subject to the requirements of the AO (Agricultural Open Space) zoning district except as modified below:

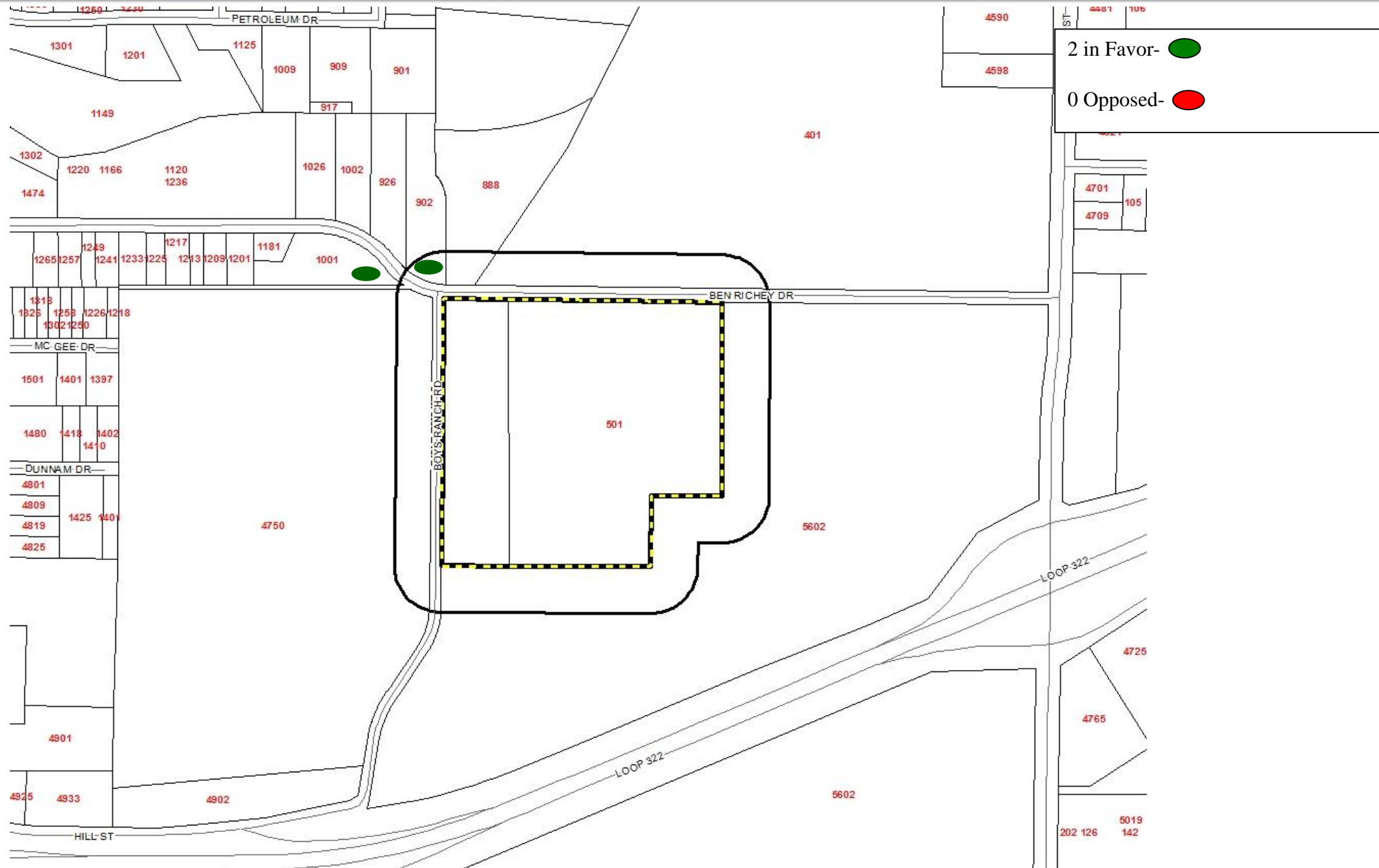
- **PERMITTED USES:**

- All the land uses permitted in the AO
- Institutional Housing (Housing provided by the institution where the individual is currently residing)

- **DEVELOPMENT REGULATIONS:**

- Waiver of street and sidewalk improvements to Ben Richey Dr. and Boys Ranch Rd. abutting the 28.24 acres.







**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana L. Schoening, Director of Planning and Development Services**

**Ordinance: (Final Reading)TC-2016-02 A request from Hendrick Medical Center to abandon all of the portions of Wilson Street between Cedar and Hickory Streets, and the**  
**SUBJECT: alley between Cedar and Hickory Street, both between N. 16th and N. 17th Streets.**  
**(Schoening)**

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**GENERAL INFORMATION**

Site characteristics include an east-to-west street right-of-way (ROW) and an east-to-west alley located west of Cedar Street and between N. 16th St & N. 17th St. Improvements have been made for these segments of the ROW. The applicant intends to close the subject right-of-ways for future expansion and parking lots for their existing developments to the east. They are currently in the process of building parking lots on the existing platted lots. The interconnectivity and access of the area does not appear to be impacted in a negative way by the requests and the closure of Wilson Street does not create any violations to the maximum block length in this area.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval of the requested abandonment, with conditions as outlined by the Plat Review Committee.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning & Zoning Commission recommends approval of this request by a vote of five (5) in favor (Bixby, Dunnahoo, Famble, Smith and McClarty) and none opposed.

**ATTACHMENTS:**

Description

Type

- ▣ Ordinance Cover
- ▣ Ordinance Exhibit
- ▣ Staff Report With Maps
- ▣ PowerPoint

Exhibit  
Exhibit  
Exhibit  
Presentation



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

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 22<sup>nd</sup> day of September A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19<sup>th</sup> day of August 2016, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 13<sup>th</sup> day of October, A.D. 2016.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

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

EXHIBIT "A"

The City of Abilene hereby abandons: all of the portions of Wilson Street between Cedar and Hickory Streets, and the alley between Cedar and Hickory Street, both between N. 16th and N. 17th Streets

All Public Right of Way as indicated and shown in the map below within the dashed area:



With the following conditions:

1. The applicant must replat within 12 months, at which time any issues regarding access to utilities and relocation of utilities will be resolved.

-END-

# THOROUGHFARE CLOSURE CASE TC-2016-02

## STAFF REPORT



### APPLICANT INFORMATION:

Hendrick Medical Center, Agent Duane Martin

### HEARING DATES:

Planning & Zoning Commission:

September 06, 2016

City Council 1<sup>st</sup> Reading: September 22, 2016

City Council 2<sup>nd</sup> Reading: October 13, 2016

### REQUESTED ACTION:

Abandon all of the portions of Wilson Street between Cedar and Hickory Streets, and the alley between Cedar and Hickory Street, both between N. 16th and N. 17th Streets.



### SITE CHARACTERISTICS:

An east-to-west street right-of-way (ROW) and an east-to-west alley located west of Cedar Street and between N. 16th St & N. 17th St. Improvements have been made for these segments of the ROW.

### REQUEST ANALYSIS:

The applicant intends to close the subject right-of-ways for future expansion and parking lots for their existing developments to the east. They are currently in the process of building parking lots on the existing platted lots. The interconnectivity and access of the area does not appear to be impacted in a negative way by the requests and the closure of Wilson Street does not create any violations to the maximum block length in this area

### RECOMMENDATIONS:

**Plat Review Committee:** Approval of the requested closures as requested with the following conditions: where existing utilities are located, the applicant is responsible for relocating the utilities or providing adequate easements for the maintenance of all utilities. The applicant must also replat to ensure that there are no lots without street frontage. The applicant must replat within 12 months, at which time all issues regarding access to utilities and relocation of utilities can be resolved.

**Staff Recommendation:** Approval of the requested abandonment, with conditions as outlined by the Plat Review Committee.

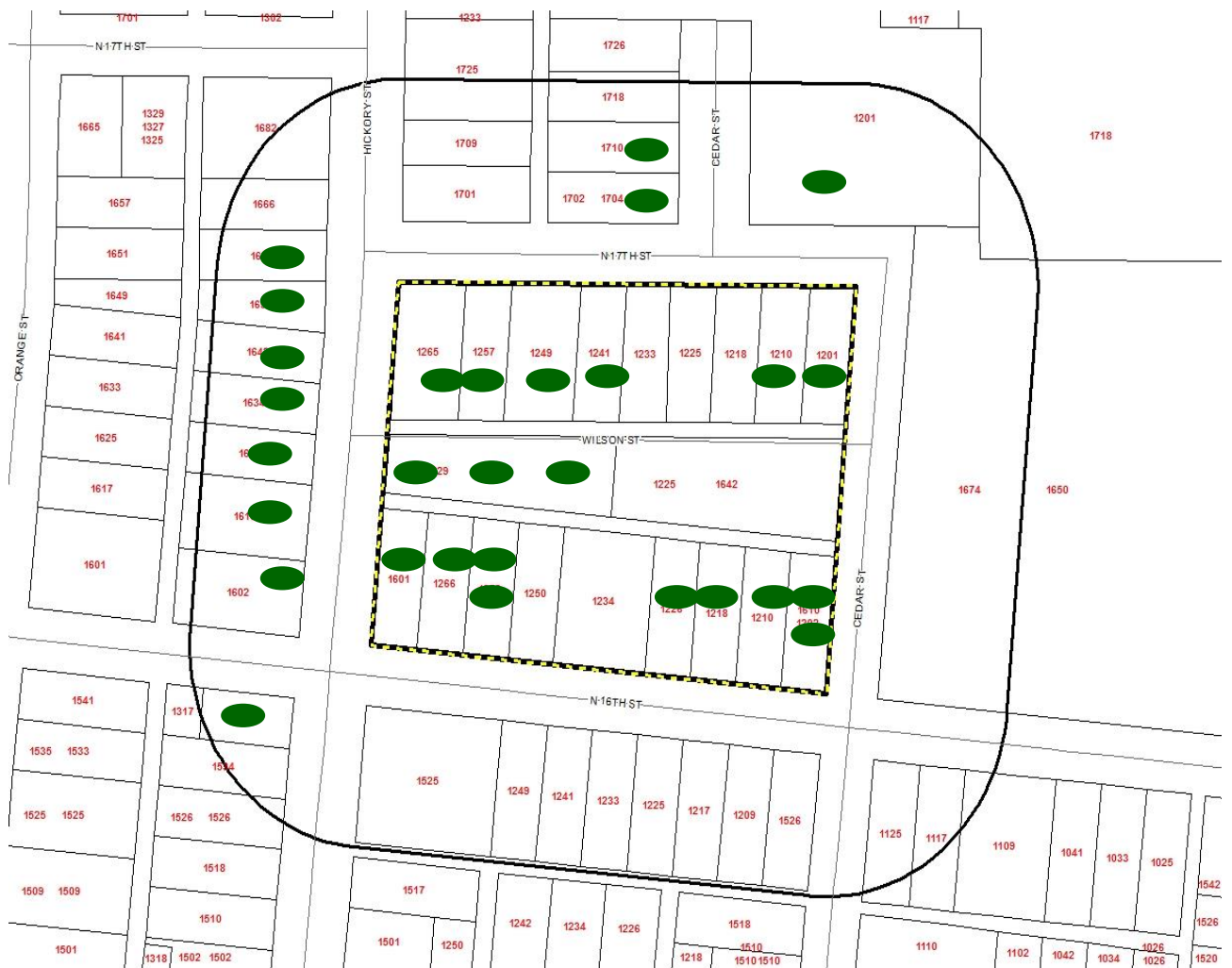
**Planning & Zoning Recommendation:** Mr. Bixby moved to approve this request, and Mr. Famble seconded the motion. The vote was approved by five (Bixby, Dunnahoo, Famble, Smith and McClarty) and none opposed.

## NOTIFICATION:

Property owners within the 200' of the subject rights-of-way were notified.

29 in Favor- **Y**

0 Opposed- **N**



OWNER  
BLIZZARD JACOB  
BLIZZARD JACOB  
HENDRICK MEDICAL CENTER

SITUS  
1526 HICKORY ST APT B  
1526 HICKORY ST APT A  
1241 N 16TH ST

RESPONSE

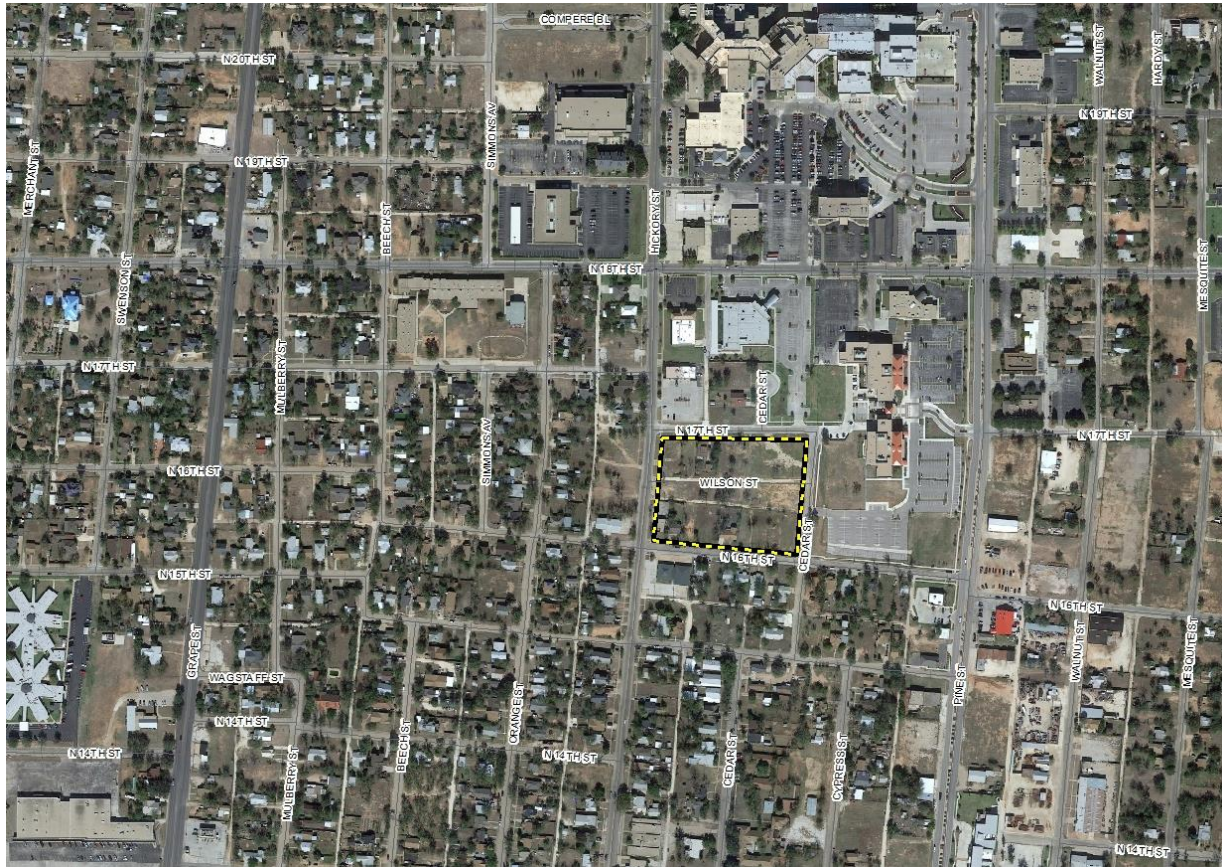
D & J RENTALS PARTNERSHIP	1542 HICKORY ST	In Favor
RODRIGUEZ ROMELIA	1249 N 16TH ST	
HENDRICK MEDICAL CENTER	1201 N 17TH ST	In Favor
RANGEL JUAN F	1534 HICKORY ST	
CALK ROBERT AS TR	1225 N 16TH ST	
HENDRICK MEDICAL CENTER	1625 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1627 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1629 HICKORY ST	In Favor
ENT PROPERTIES OF ABILENE LP	1701 HICKORY ST	
HENDRICK MEDICAL CENTER	1650 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1718 CEDAR ST	In Favor
HENDRICK MEDICAL CENTER	1610 CEDAR ST	In Favor
HENDRICK MEDICAL CENTER	1202 N 16TH ST	In Favor
HENDRICK MEDICAL CENTER	1249 N 17TH ST	In Favor
HENDRICK MEDICAL CENTER	1258 N 16TH ST	In Favor
HENDRICK MEDICAL CENTER	1258 N 16TH ST	In Favor
HENDRICK MEDICAL CENTER	1602 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1704 CEDAR ST	
HENDRICK MEDICAL CENTER	1702 CEDAR ST	
HENDRICK MED CENTER FNDN	1682 HICKORY ST	
HENDRICK MEDICAL CENTER	1618 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1218 N 16TH ST	In Favor
HENDRICK MEDICAL CENTER	1626 HICKORY ST	In Favor
PREMIER DERMATOLOGY PLLC	1525 HICKORY ST	
VALENZUELA ROSARIO CARMONA	1125 N 16TH ST	
PADILLA KIMBERLY	1109 N 16TH ST	
ENT PROPERTIES OF ABILENE LP	1709 HICKORY ST	
SMITH KIMBERLEY L	1233 N 16TH ST	
HENDRICK MEDICAL CENTER	1601 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1266 N 16TH ST	In Favor
CALK ROBERT AS TR	1217 N 16TH ST	
FLORES JOSUE & PAULA E	1710 CEDAR ST	In Favor
HENDRICK MEDICAL CENTER	1226 N 16TH ST	In Favor
HENDRICK MEDICAL CENTER	1241 N 17TH ST	In Favor
HENDRICK MEDICAL CENTER	1265 N 17TH ST	In Favor
HENDRICK MEDICAL CENTER	1210 N 16TH ST	In Favor
HOSPICE OF ABILENE INC	1666 HICKORY ST	
HENDRICK MEDICAL CENTER	1634 HICKORY ST	In Favor
CALK ROBERT AS TR	1209 N 16TH ST	
HENDRICK MEDICAL CENTER	1210 WILSON ST	In Favor
HENDRICK MEDICAL CENTER	1658 HICKORY ST	In Favor
HENDRICK MEDICAL CENTER	1642 HICKORY ST	In Favor
CALK ROBERT AS TR	1117 N 16TH ST	
ENT PROPERTIES OF ABILENE LP	1725 HICKORY ST	



HENDRICK MEDICAL CENTER	1257 N 17TH ST	In Favor
HENDRICK MEDICAL CENTER	1225 N 17TH ST	
HENDRICK MEDICAL CENTER	1218 WILSON ST	
HENDRICK MEDICAL CENTER	1233 N 17TH ST	
HENDRICK MEDICAL	1201 N 18TH ST	In Favor
GONZALEZ WILLIE	1526 CEDAR ST	
HENDRICK MEDICAL CENTER	1234 N 16TH ST	
HENDRICK MEDICAL CENTER	1642 CEDAR ST	
HENDRICK MEDICAL CENTER	1225 WILSON ST	
HENDRICK MEDICAL CENTER	1250 N 16TH ST	
RESENDEZ REYNALDO & DORA	1317 N 16TH ST	
HENDRICK MEDICAL CENTER	1650 PINE ST	
HENDRICK MEDICAL CENTER	1674 PINE ST	









<https://gis.abilenetx.com/portal/apps/webappviewer/index.html?id=60957c99681b43589637...> 8/4/2016

# Thoroughfare Plan



# TC-2016-02

**Request:** Abandon Wilson Street between Cedar and Hickory Streets. The Alley between Cedar and Hickory Street, both between N. 16th and N. 17th Streets.

**Notification:** 29\* in favor; 0 opposed

**Plat Review Recommendation:** Approval with conditions

**Staff Recommendation:** Approval per the Plat Review Committee

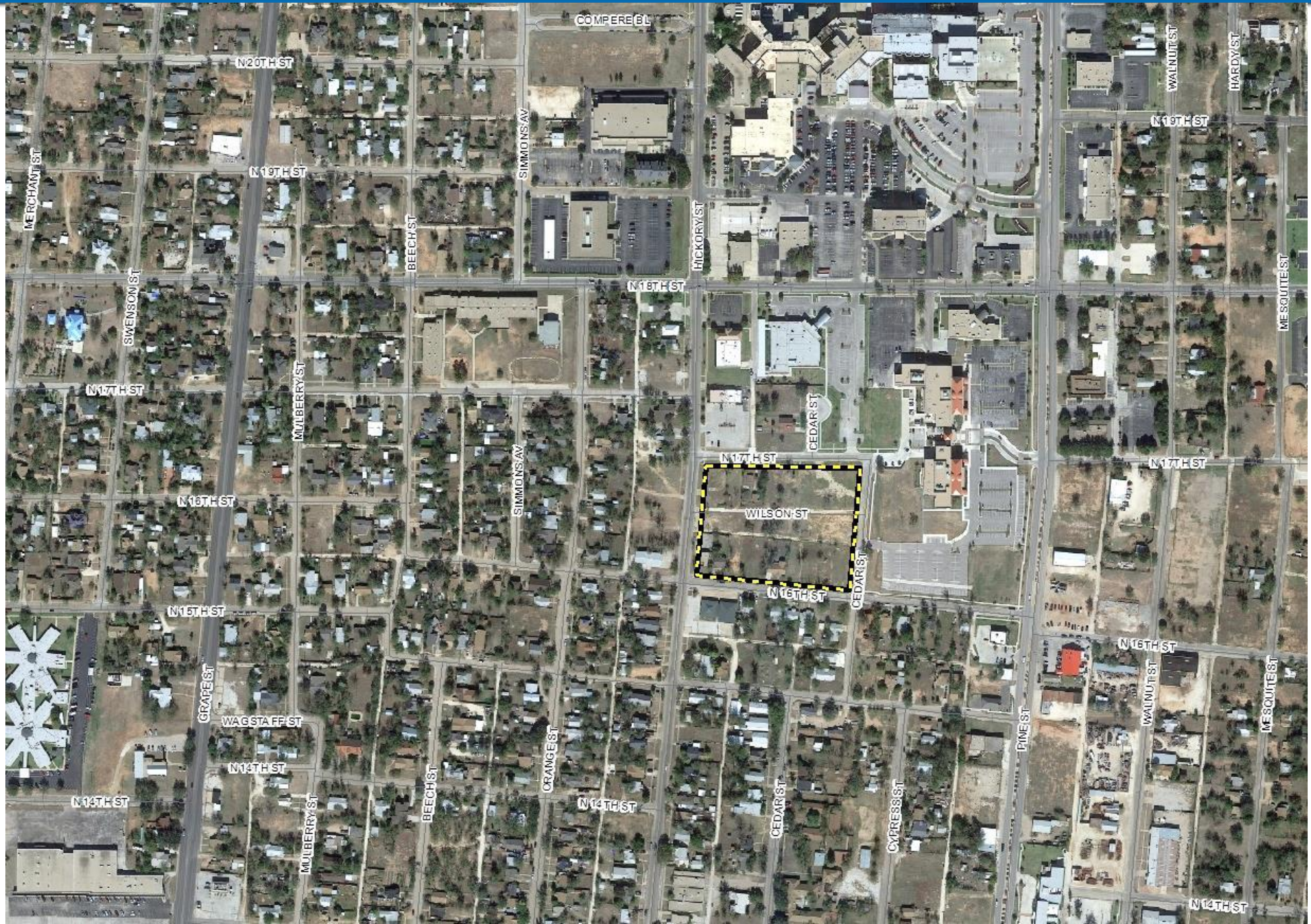
**P & Z Recommendation:** Approval of request





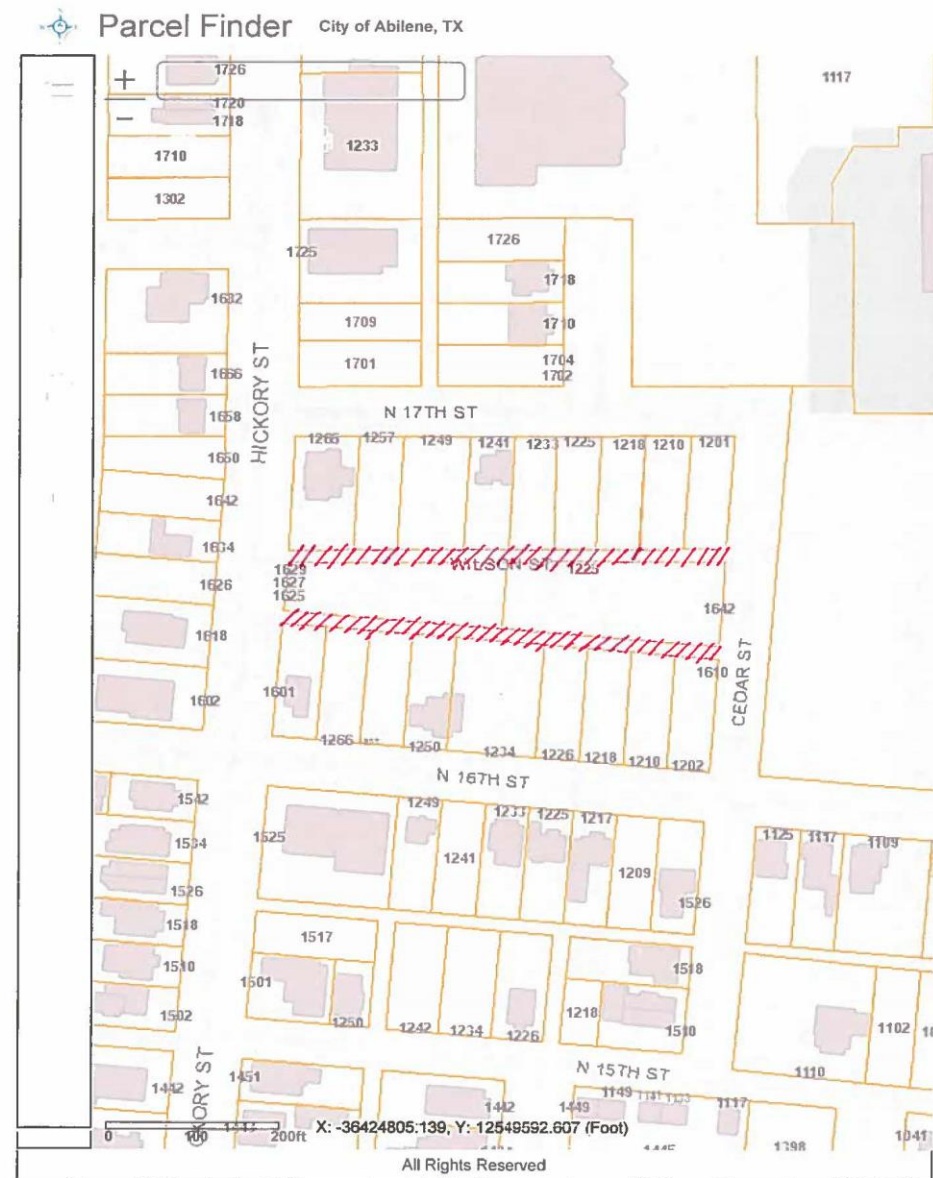












# Master Thoroughfare Plan









West View





North View

























East View





# Plat Review Committee Recommendations

The Plat Review Committee recommends approval of the requested closure with the following conditions:

1. Provide appropriate utility easements as needed.
2. Replat within 12 months.







**City Council  
Agenda Memo**

**City Council Meeting Date: 10/13/2016**

**TO: Robert Hanna, City Manager**

**FROM: Stanley Smith, City Attorney**

**SUBJECT: Resolution: Authorizing the City Manager to enter into an Administrative and Support Agreement with the Development Corporation of Abilene, Inc. *(Smith)***

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**GENERAL INFORMATION**

On March 1, 2014, the City of Abilene ("City") and the Development Corporation of Abilene, Inc. ("DCOA"), entered into a First Amended Agreement for Administrative and Support Services. The First Amended Agreement recognized that the hiring and supervision of the CEO by the DCOA had changed. The First Amended Agreement ended on September 30, 2014. The City and DCOA have continued to operate under the terms of the First Amended Agreement since that date. The City and DCOA have negotiated a new Administrative and Support Agreement which has terms that reflect additional changes in hiring and supervision of the CEO and Staff of the DCOA, as well as the current needs of the DCOA regarding human resources, accounting, legal, maintenance and information technology. The new Agreement takes effect October 1, 2016.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The DCOA shall pay to the City an annual sum of \$556,216.00 for human resources, finance, accounting, and CEO and staff salaries and benefits. DCOA will pay additional sums for requested IT, maintenance and legal services on an as-needed basis.

**STAFF RECOMMENDATION**

Staff recommends that the City enter into the Agreement with the DCOA for administrative and support services.

**BOARD OR COMMISSION RECOMMENDATION**

The Board of the Development Corporation of Abilene, Inc. approved the new Administrative and Support Agreement on September 30, 2016.

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter

- ▣ Agreement
- ▣ Presentation

Cover Memo  
Presentation



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE  
DEVELOPMENT CORPORATION OF ABILENE, INC. FOR ADMINISTRATIVE AND  
SUPPORT SERVICES.**

**WHEREAS**, on March 1, 2014, the City of Abilene ("City") and the Development Corporation of Abilene, Inc. ("DCOA"), entered into a First Amended Agreement for Administrative and Support Services; and

**WHEREAS**, the First Amended Agreement recognized that the hiring and supervision of the CEO by the DCOA had changed; and

**WHEREAS**, the First Amended Agreement ended on September 30, 2014, and the City and DCOA have operated under the terms of the First Amended Agreement since that date; and

**WHEREAS**, the City and DCOA have negotiated a new Administrative and Support Agreement which has terms and conditions that reflect the change in hiring and supervision of the CEO and Staff of the DCOA, as well as the current needs of the DCOA regarding human resources, accounting, legal, maintenance and information technology; and

**WHEREAS**, the new Administrative and Support Agreement takes effect October 1, 2016; and

**WHEREAS**, the DCOA shall pay to the City an annual sum of \$556,216.00 for human resources, finance, accounting, and CEO and staff salaries and benefits, subject to annual adjustment as needed; and

**WHEREAS**, the DCOA will pay additional sums for requested IT, maintenance and legal services on an as-needed basis; and

**WHEREAS**, the Board of the DCOA approved the new Administrative and Support Agreement on September 30, 2016; and

**WHEREAS**, the City Council believes that it is in the best interest of the City and the DCOA to enter into the new Agreement for Administrative and Support Services.

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

Part 1: That the City Manager is hereby authorized to execute an agreement with the Development Corporation of Abilene, Inc. to provide administrative and support services to the Development Corporation of Abilene, Inc. for a fee.

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

**ADOPTED this 13<sup>th</sup> day of October, 2016.**

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



City, through its City Manager, shall have final determination regarding services or work product of the IT Department.

4. Provide information as requested in conjunction with the preparation by the Chief Executive Officer of the DCOA (the “CEO”) and his/her staff (the “Staff”) of an annual budget for review and final approval by the Board. Each annual budget shall be included with the proposed overall City budget for approval by the Council.
5. Provide necessary personnel (CEO and Staff) and employment services through the City’s Human Resources (“HR”) Department. Subject to the provisions of Part B(9) below, the HR Department will work with the DCOA’s Board and the CEO regarding the services provided, but will include all benefits available to City employees. The City, through its City Manager, shall have final determination regarding services or work product of the HR Department.
6. Provide necessary property maintenance to DCOA property as requested by the DCOA through the City’s Facilities Maintenance Department. The City, through its City Manager, shall have final determination regarding services or work product of the Facilities Maintenance Department.
7. Maintain records of DCOA activities in accordance with the same state-mandated records retention schedule that is followed by the City.
8. Serve as the employer of record of the CEO and Staff. The City of Abilene Policies and Procedures Manual will govern the general employment responsibilities and actions of the CEO and Staff.

B. DCOA agrees to:

1. Follow the provisions of the DCOA Bylaws, as may be amended from time to time. In the event the terms of the DCOA Bylaws conflict with the terms of this Agreement, the terms of this Agreement shall control.
2. Provide the City funding in the amount of \$556,216.00 on an annual basis, subject to amendment/adjustment by the City if there are changes to the CEO and/or the Staff and/or their salaries or employee benefits, for the staffing, operational activities and services provided by the City. This amount: 1) may be payable in monthly installments; and 2) shall not include legal services, which are referenced in Article III below.
3. Take the steps necessary to maintain the DCOA-owned facilities (which may be accomplished by imposing such obligation on the tenants of such DCOA-owned property) and to pay directly or reimburse the City for the expenses associated with such maintenance.



4. Obtain and maintain property damage and liability insurance coverage for DCOA owned properties and either pay directly, or reimburse the City for the expenses associated with obtaining such coverages.
5. Pay directly, or reimburse the City, for the information technology devices and services as requested by the DCOA and provided by the City pursuant to this Agreement.
6. Contact the City Manager, or his designee, directly regarding all requests for operational or other services provided by the City as contemplated by this Agreement.
7. Grant authority to its CEO to disburse funds and incur expenses on behalf of the DCOA as approved from time to time by the Board. The CEO and Staff will continue to revise, as needed, the internal tracking system for all of the DCOA's operating and project contracts to ensure requests for payment are recorded and contract amounts are not exceeded.
8. Develop budget priorities and recommendations for Council consideration with respect to the economic development programs of the DCOA, as specified in the DCOA's Bylaws.
9. Bear the personnel management responsibilities for the CEO and Staff for the term of this Agreement under the following conditions:
  - a. The City of Abilene Policies and Procedures Manual will govern the general employment responsibilities and actions of the CEO and Staff.
  - b. The hiring, supervision, performance evaluation, disciplinary action, and termination of the CEO shall be the sole responsibility of the DCOA Board. Although the City of Abilene shall be the employer of record of the CEO, the CEO shall not be under the direction or control of the City.
  - c. The hiring, supervision, performance evaluation and termination of the Staff shall be the sole responsibility of the CEO. Although the City of Abilene shall be the employer of record of the Staff, the Staff shall not be under the direction or control of the City.
  - d. All disciplinary action or termination taken must comply with the City's Policies and Procedures Manual. The President of the DCOA shall notify the City Manager prior to initiating any disciplinary action or termination of the CEO or Staff. In addition to the provisions of paragraph 10 below, the DCOA shall be responsible for all claims or damages of the CEO and/or Staff arising from any disciplinary action or termination taken.
  - e. The number of positions, job descriptions, salary, and salary range for the

CEO and Staff shall be within the discretion of the DCOA Board. Decisions relating to salary increases, if any, for the CEO and Staff, are the responsibility of the DCOA Board. All salaries shall be subject to approval by the Council of the DCOA's annual budget.

10. **Indemnify and hold harmless the City from any and all claims, injuries or damages arising from the DCOA's personnel management responsibilities of and for the CEO and Staff.**

### **III. LEGAL SERVICES**

Any requests for legal assistance shall be made by the Board or its designee to the City Attorney. The City Attorney may provide such assistance when such services are available and the Board has agreed to reimburse the City for the cost to provide the legal services. The City Attorney will continue to represent the City of Abilene for all purposes.

### **IV. GUIDELINES FOR PUBLIC ASSISTANCE AND ADMINISTRATIVE POLICY**

In accordance with Guidelines for Public Assistance and Administrative Policy and Incentive Guidelines, adopted by the Board, the CEO and Staff will review and the CEO will recommend to the Board approval or denial of all eligible applications for financial assistance. The DCOA's Guidelines for Public Assistance and Administrative Policy applies to applications for financial assistance and is incorporated by reference herein for all purposes.

### **V. JOINT ECONOMIC DEVELOPMENT PROGRAMS**

Under the terms of this Agreement, the CEO shall report to the Board and to the City Manager if administering joint economic development programs of the DCOA and the City.

The CEO is hereby expressly given the right and power by the DCOA to sign all applications, and documents as approved by the Board, in determining any joint economic development program of the DCOA and the City.

It is expressly understood that the DCOA retains the right to pursue other avenues for economic development, when it is determined to be in the best interest of the DCOA to do so, and this Agreement shall not limit the DCOA's right to pursue such interests.

### **VI. PROGRAM INCOME**

All program income resulting from the use of DCOA funds as provided under this Agreement shall be returned to the unobligated fund balance of the DCOA.

### **VII. TERM**

The initial term of this Agreement ends on September 30, 2021 and will automatically renew for successive five year periods, unless either the Board or Council notifies the other in

writing at least 90 days before the end of the then-existing term that it does not desire to extend the term. Notwithstanding the foregoing, this Agreement may be terminated in whole, by the Board or the Council, or from time to time, in part, by the CEO or the City Manager, whenever such termination is determined by the Board or the Council (or in the case of partial termination by the CEO or City Manager), to be in the best interest of the DCOA or the City. Termination will be effective ninety (90) days after delivery of written Notice of Termination, specifying to what extent performance or work under the Agreement has been terminated.

### **VIII. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

### **IX. MINORITY AND SMALL BUSINESSES**

The City and the DCOA ("Both Parties") will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this Agreement.

### **X. EQUAL EMPLOYMENT OPPORTUNITIES**

During the performance of this Agreement, Both Parties agree as follows:

Both Parties each agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Both Parties will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. Both Parties agree to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. Both Parties will, in all solicitations or advertisements for employees placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

### **XI. AGREEMENT:**

This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVELOPMENT CORPORATION OF  
ABILENE, INC.**

174 Cypress, Ste. 301  
Abilene, Texas 79601

**CITY OF ABILENE**

P.O. Box 60  
Abilene, Texas 79604

\_\_\_\_\_  
Dave Copeland, President

\_\_\_\_\_  
Robert Hanna, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
John Beckham, Secretary/Treasurer

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Mark Zachary, Attorney for DCOA

\_\_\_\_\_  
Stanley Smith, City Attorney



## **AGREEMENT WITH DEVELOPMENT CORPORATION OF ABILENE, INC.**

1. The City and DCOA have negotiated a new Administrative and Support Agreement which has terms which reflect the change in hiring and supervision of the CEO and Staff of the DCOA, as well as the current needs of the DCOA regarding human resources, accounting, legal, maintenance and information technology.
2. The DCOA shall pay to the City an annual sum of \$556,216.00 for human resources, finance, accounting, and CEO and staff salaries and benefits.
3. DCOA will pay additional sums for requested IT, maintenance and legal services on an as-needed basis.
4. The Agreement takes effect October 1, 2016.

