

# **CONSENT AGENDA**

**City Council  
Agenda Memo**



**TO:** Larry D. Gilley, City Manager  
**FROM:** Melinda Beard, CAC Director  
**SUBJECT:** Resolution to apply for OVAG grant

**City Council  
Meeting Date: 04/14/11**

**GENERAL INFORMATION**

The Other Victim Assistance Grant (OVAG) will be used to fund a full-time forensic interviewer at the Child Advocacy Center. The forensic interviewer conducts interviews of children who have been victims of abuse. In FY 2011 we conducted approximately 375 child interviews at the Center.

**FUNDING/FISCAL IMPACT**

The OVAG grant will cover the entire salary and fringe benefits for the forensic interviewer This is a two year grant and would cover FY 2012 and 2013. The City would not incur any expense.

**STAFF RECOMMENDATION**

Staff recommends application for the OVAG grant.

**ATTACHMENTS**

**OVAG application**

**Resolution of Governing Body – to be signed**

Prepared by:

Name Melinda Beard

Title CAC Director

Item No. 6.1

Disposition by City Council

- Approved Ord/Res# \_\_\_\_\_
- Denied \_\_\_\_\_
- Other \_\_\_\_\_

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS SUPPORTING THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS, CRIME VICTIMS SERVICES DIVISION, FOR AN OTHER VICTIMS ASSISTANCE GRANT.**

**WHEREAS**, the Abilene Taylor County Child Advocacy Center, has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for an Other Victim Assistance Grant (OVAG); and,

**WHEREAS**, the Abilene Taylor County Child Advocacy Center is a past recipient of an OVAG; and,

**WHEREAS**, the OVAG, if awarded, will be used to fund a full-time forensic interviewer at the Child Advocacy Center to conduct interviews of children who have been victims of abuse; and,

**WHEREAS**, the OVAG grant will cover the entire salary and fringe benefits for the forensic interviewer for fiscal year 2012 and 2013; and,

**WHEREAS**, the Abilene Taylor County Child Advocacy Center, has designated Abilene Police Department Assistant Chief Mike Perry as the “Authorized Official” who has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee; and,

**WHEREAS**, the Abilene City Council, has considered and supports the application filed or to be filed with the OAG;

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

PART 1: That this governing body approves the submission of the Application for an OVAG to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

PART 2: That this governing body approves the designation of the Authorized Official.

ADOPTED on the \_\_\_\_\_ day of April, A.D., 2011

**ATTEST:**

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

\_\_\_\_\_  
Mayor

APPROVED:

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

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**16. PROJECT SUMMARY**

16.1 Complete the following statement, which may be used by the OAG to summarize or describe the project. "This project funds [number of staff] to serve victims by providing [types of ] services in [geographic locations]."

This project funds one staff to serve child abuse victims by conducting forensic interviews, educating the public through community presentations, providing assistance with information/referral and crisis intervention in Taylor County, Texas.

17. TARGET POPULATION	
SPECIFIC VICTIMIZATIONS	SPECIFIC POPULATIONS
Adults Molested as Children	African-American X
Assault X	Asian X
Child Abuse X	Elderly (65 and up)
DUI/DWI X	Gay/Lesbian/Bisexual/Transgender X
Family Violence X	Hispanic X
Hate/Bias Crimes	Persons with Disabilities X
Human Trafficking X	Rural X
Physical Abuse and/or Neglect X	Spanish-speaking X
Robbery X	Other X
Sexual Assault X	
Survivors of Homicide Victims X	
Other Victims of Crime X	

**18. PROBLEM STATEMENT**

18.1 Provide a brief description of the specific victim-related issue(s) this project is designed to address as it relates to the specific victimization types reported in 17. Target Population of Tab D - Project Summary.

The Abilene/Taylor County Child Advocacy Center (ATCCAC) provides forensic interviews for children who have been victims of physical and sexual abuse, family violence, human trafficking, and neglect. Interviews are also provided for drug endangered children and those who are witnesses to violent crime. The purpose of a forensic interview is to elicit as complete and accurate a report from the alleged child victim as possible in order to determine whether the child has been abused and, if so, by whom. These interviews are recorded and serve as the child's statement in the investigation. For fiscal years 2009 and 2010, the ATCCAC conducted 738 forensic interviews and provided other services to an additional 218 children. With three full-time employees, one of which is a forensic interviewer, the Center is able to adequately respond to the needs of child abuse victims in our community. However, the forensic interviewer position is grant-funded and is at risk of being eliminated if funding is not secured. Without a full-time forensic interviewer, the ATCCAC will not be able to conduct all of the needed forensic interviews in this area.

**19. SUPPORTING DATA**

19.1 Justify the need for the victim-related issue(s) and/or specific victimization types this project is designed to address by citing research and/or data that is geographically relevant and specific to your service area.

Children's Advocacy Centers (CACs) aim to improve child forensic interviewing following allegations of child abuse by coordinating multiple investigations, providing child-friendly interviewing locations, and limiting redundant interviewing. Research indicates CAC involvement results in higher rates of coordinated investigations between law enforcement/CPS. (Cross, T.P., Jones, L.M., Walsh, W.A., Simone, M., & Kolko, D.J. [2007]. Child forensic interviewing in Children's Advocacy Centers: Empirical data on a practice model. Child Abuse and Neglect, 31, 1031-1052). Research also shows an increase of felony prosecution on child abuse cases when interviews took place in a CAC facility. (Miller, A. & Rubin, D. [2009]. The contribution of Children's Advocacy Centers to felony prosecutions of child sexual abuse. Child Abuse and Neglect, 33, 12-18). In FY2009 and FY2010 the ATCCAC conducted 738 forensic interviews and provided other services to an additional 218 children in the service area.

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**20. PROJECT GOAL**

20.1 Provide a project goal, which relates to your Problem Statement, that shows what the project plans to achieve over the next two years with these grant funds. The goal should be a "SMART" goal: Specific, Measurable, Achievable, Realistic and Timely.

Sustain position to conduct 80% of the forensic interviews in FY2012 and 80% in FY2013, and assist Director in providing other services to victims to include, but not limited to, providing information regarding their case, services available, criminal/civil justice, and referrals for coordination of other/social/family services.

**21. OUTPUT ASSESSMENT AND EVALUATION**

21.1 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outputs.

The ATCCAC will track cases from the date of intake until the final disposition is made on the case. Families will be requested to complete an intake form upon arrival at the Center. Information from the intake forms will be entered into a computer database that will track outputs for that case (e.g. Crime Victims Compensation, Crisis Intervention, Information and Referral, and Victim Advocacy). All Multidisciplinary team Members are responsible for submitting requested data during the MDT case review or through follow-up emails from the Director. Information that will be requested will include, but is not limited to: Demographic information about the child and family, demographic information about the alleged offender, types of abuse, relationship of alleged offender to child, MDT involvement and outcomes, charges filed and case disposition in criminal court, and child protection outcomes. This information will be provided to Children's Advocacy Centers of Texas in a Quarterly Report. Also, satisfaction evaluations will be distributed to clients, staff and MDT members following service provision. These evaluations will be used as quality control testing.

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21.2 OUTPUTS SUMMARY	PROJECTED TARGET	
	FY 2012	FY 2013
<b>DIRECT VICTIM SERVICES</b>		
Number of Unique Victims Served	375	375
Assistance with Crime Victims' Compensation	50	50
Assistance with Texas VINE	0	0
Information and Referral	375	375
Criminal Justice Accompaniment	0	0
Law Enforcement Accompaniment	0	0
Medical Accompaniment	0	0
Crisis Intervention	375	375
Individual Counseling	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Peer Support Services	0	0
Assistance with Restitution	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Emergency Funds	0	0
Follow-up with Victim	0	0
Legal Assistance	0	0
Lodging	0	0
Other	0	0
Transportation	0	0
Victim Advocacy	0	0
<b>VICTIM SERVICES TRAINING</b>	<b>FY 2012</b>	<b>FY 2013</b>
Total Number of all Training Sessions	0	0
Law Enforcement Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Medical Individuals Trained	0	0
Faith-Based Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Other Individuals Trained	0	0
Total Number of all Individuals Trained	0	0
<b>OUTREACH OR COMMUNITY EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>
Outreach or Community Education Presentations	0	0
Outreach or Community Education Participants	0	0
Informational Fairs	0	0
Total Attendees at Informational Fairs	0	0
25% of Total Attendees (auto-calculates)	0	0
Total Outreach or Community Ed Presentations	0	0
<b>STRUCTURED EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>
Structured Education Presentations	0	0
Structured Education Participants	0	0
<b>21.3 PUBLIC AWARENESS CAMPAIGN (Statewide Applicants Only)</b>		
21.3 Describe the types of public service campaign products and activities (Internet, press releases, press conferences, tv and radio, etc.) provided in English and in other languages.		

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<b>22. OUTCOMES</b>	
<b>22.1 OUTCOME ASSESSMENT AND EVALUATION</b>	
<b>DIRECT SERVICE OUTCOMES</b>	<b>Outcome Target %</b>
Increase in knowledge and understanding of crime victims' rights.	
Increase in knowledge of and access to community resources and services.	80%
<b>PROFESSIONAL TRAINING OUTCOME</b>	
Increase in knowledge and understanding of crime victims' rights.	
<b>COMMUNITY EDUCATION OUTCOME</b>	
Increase in knowledge of and access to community resources and services.	
<b>PUBLIC AWARENESS CAMPAIGNS</b>	
Increase the knowledge about the warning signs of specific crimes and victimizations.	
<b>CHILDREN'S ADVOCACY CENTERS (CAC)</b>	
Reduction in trauma, crisis, stress and/or anxiety of child victim and/or protective family members.	
Increase understanding/knowledge regarding criminal and civil justices system process in general and/or in regard to their specific case.	80%
22.2 Specify one of the outcomes chosen in 22.1 Outcome Assessment and Evaluation section of Tab D - Project Summary and describe the tools and/or processes written policies and procedures, pre- and post- tests, staff observation or surveys, which will be used to measure the project's outcome.	
<p>The Child Advocacy Center will provide clients with information and referrals to appropriate community resources and services. Reduction in trauma, crisis, stress, and /or anxiety of child victim and /or protective family members will be evaluated using a satisfaction evaluation administered immediately following service provision and again in 60 days. Multidisciplinary Team members complete surveys to review the effectiveness of the collaborative efforts. The Child Advocacy Center will facilitate communication between the family and relevant representatives from the criminal and civil justice system in order to increase the knowledge and understanding of those systems in general and/or in regard to their specific case.</p>	

<b>23. COMMUNITY RESOURCES</b>	<b>Yes/No</b>
23.1 Is collaboration with one or more outside organizations required to achieve specific project activities?	yes
23.2 Do these collaborations currently exist?	yes
23.3 Describe why these agreements are required.	
<p>A functioning and effective Multidisciplinary Team approach is the foundation of the Child Advocacy Center. A Multidisciplinary Team is a group of professionals who represent various disciplines and work jointly from the point of report to assure the most effective coordinated response possible for every child. The purpose of the collaboration is to coordinate interventions to reduce potential trauma to children and families and improve services. A coordinated MDT approach facilitates efficient gathering and sharing of information from many sources, and improves communication among agencies. More shared information, improved and timely evidence gathering, and the involvement of the prosecutor from the beginning stages of the case may contribute to a more successful outcome.</p>	

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<b>24. DETAILED IMPLEMENTATION PLAN</b>
<b>24.1 Describe this project's specific activities, which will be done over the next two years.</b>
<p>The full-time, grant supported forensic interviewer will do the following activities: Coordinate referrals from members of the Multidisciplinary Team, schedule interviews, facilitate involvement of the MDT as observers in the interview process, conduct developmentally sensitive, forensically sound, investigative interviews of children who have alleged sexual or physical abuse. The forensic interviewer will communicate with the MDT team prior to and during the interview either directly or via electronic means and address further questions and concerns presented.</p> <p>The forensic interviewer will provide the requesting party and/or investigator with any pertinent documents produced during the forensic interview, provide testimony in criminal court proceedings, participate in continuing education activities which consistently enhance professional skills, refer children and families to appropriate community services, perform intake counseling to parents/guardians, post interview de-briefing and service coordination with parents/guardians when necessary.</p>
<b>24.1 Continued:</b>
<p>The forensic interviewer will stay abreast of new research and developments in forensic interviewing. The forensic interviewer will attend Multidisciplinary Team and staff meetings. The forensic interviewer will attend in services, professional training and conferences as requested by CAC Program Director. The forensic interviewer will participate in improved collaboration efforts with community agencies. The forensic interviewer will maintain statistical reports. The forensic interviewer will participate in and provide training to staff and volunteers, other agencies and the community in various areas regarding child abuse in coordination with the CAC Program Director.</p>
<b>24.1 Continued:</b>
<b>24.2 Describe how these activities will help to reach the project's goal.</b>
<p>The forensic interview at the CAC would minimize the potential damage caused by multiple interviews by creating a safe, respectful, and family-friendly environment where the child is interviewed by a forensic interviewer. Each interview is witnessed via video by law enforcement and/or CPS investigators who have the ability to provide feedback to the interviewer. The forensic interview stands as the child's statement regarding the offense. The Multidisciplinary Team approach would facilitate efficient gathering and sharing of information from many sources, and improve communication among agencies. More shared information, improved and timely evidence gathering, and the involvement of the prosecutor from the beginning stages of the case may contribute to a more successful outcome.</p>



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<b>25. SUSTAINABILITY PLAN</b>
25.1 Briefly describe what would happen to the proposed grant project in the event that the OAG grant funds are no longer available.
<p>The Director of Abilene/Taylor County Child Advocacy Center would conduct the majority of the forensic interviews. The Director would seek additional funding to support a Forensic Interviewer position and consideration would be given to the training of Child Protective Investigators in the field of forensic interviewing.</p>
<b>26. FINANCIAL</b>
<b>26.1 FINANCIAL SYSTEMS</b>
26.2 Describe the financial systems, internal controls, written policies and procedures, accounting software, databases, tracking forms or quality control testing, which will be used to track and verify the project's financial activities.
<p>The City of Abilene processes the payroll and handles all financial reporting for the Abilene/Taylor County Child Advocacy Center. The City uses Lawson Payroll and Financial reporting software. Unique activity codes are assigned to each grant. These codes are used to track all revenue and expenses related to a grant. Purchases made for grants follow the City's purchasing policies which include federal, state and local purchasing guidelines. In addition to the City's formal accounting policies and procedures, the City has formal Grant Administration and Fraud, Waste and Abuse policies. Copies of payroll registers will be used to prepare requests for reimbursement for salary and fringe benefit expenses as they are incurred.</p>
<b>26.3 BUDGET NARRATIVE</b>
26.4 Provide a justification, which relate to the project's goal, for each requested budget category summarized in 27. Budget on Tab D - Project Summary.
<p>Personnel &amp; Fringe: We are requesting funds to provide 1 full time forensic interviewer to assist the Director of the ATCCAC, The Director does not have enough time to conduct all of the interviews and meet all of the responsibilities of that position. Travel &amp; Training: The forensic Interviewer plans to attend OAG sponsored training. However, we are not requesting funds from this grant to cover the cost. Funds will be obtained from other sources for training.</p>

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<b>27. BUDGET</b>					
<b>PERSONNEL</b>					
Description	% of Positions	Hrs./Week	FY 2012 Requested	FY 2013 Requested	Total Project Cost
Forensic Interviewer	100%	40	\$ 33,955	\$ 34,080	\$ 68,035
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
<b>Total FTEs</b>	1.00				
<b>Personnel Total</b>			<b>\$ 33,955</b>	<b>\$ 34,080</b>	<b>\$ 68,035</b>
<b>FRINGE</b>					
Forensic Interviewer			\$ 8,045	\$ 7,920	\$ 15,965
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Fringe Total</b>			<b>\$ 8,045</b>	<b>\$ 7,920</b>	<b>\$ 15,965</b>
<b>PROFESSIONAL &amp; CONSULTANT</b>					
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Professional &amp; Consultant Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TRAVEL</b>					
OAG Sponsored Training			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Local Travel (Mileage Only)			\$	\$	\$
<b>Travel Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>EQUIPMENT</b>					
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Equipment Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>SUPPLIES</b>					
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Supplies Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>OTHER DIRECT OPERATING EXPENSES</b>					
OAG Sponsored Training Registration			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Other Direct Operating Expenses Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL BUDGET</b>			<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 84,000</b>

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 4/14/2011**

**TO: Larry D. Gilley, City Manager**

**FROM: Jon James, Director of Planning & Development Services**

**SUBJECT: Resolution Amending the Fee Schedules for the 2009 Mechanical, Plumbing and Fuel Gas Codes.**

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**GENERAL INFORMATION**

The purpose of this resolution is to correct an error in the fee schedules of the 2009 Fuel Gas, Plumbing and Mechanical Code Pamphlets. The fee schedules in these pamphlets resulted in a minimum permit fee reduction from \$50 to \$30; the re-inspection fee reduced from \$75 to \$30 and they do not reflect the correct fees for lawn irrigation systems. It was not our intent to change the fees from what was currently adopted, but due to an error, the fee schedules for these two pamphlets result in a fee reduction. The attached amended fee schedules reflect the correct fees.

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS**

Resolution and Exhibit "A" - Amended Fee Schedules for the Plumbing and Mechanical Codes, and the Fuel Gas Code (reprinted from the Plumbing and Mechanical Fee Schedules).

Prepared by: Name <u>David Sartor</u> Title <u>Building Official</u>	Item No. <u>6.2</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A FEE SCHEDULE FOR CERTAIN BUILDING CONSTRUCTION FEES, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has directed the City Manager and staff to conduct cost studies, from time to time, of various fees and charges of the City of Abilene, Texas, and submit recommendations to the City Council for review and creation of said fees and charges, as needed; and

WHEREAS, the requirement to obtain permits and inspections creates a need to evaluate and establish fees for the following ordinances:

Sec. 8-511	2009 International Plumbing Code	Sec. 106.6.2
Sec. 8-601	2009 International Fuel Gas Code	Sec. 106.6.2
Sec. 8-526	2009 International Mechanical Code	Sec. 106.5.2

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

PART 1: That the fee schedules herein called Exhibit "A", and attached hereto, are hereby approved.

PART 2: That this Resolution be effective immediately and shall supersede all previous fee schedules.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

## EXHIBIT "A"

### **CITY OF ABILENE PLUMBING PERMIT FEES**

Minimum Permit Fee	\$50.00
Reinspection Fee	75.00
Water Heater	5.00
Each Plumbing Fixture	2.00
Sand Trap, Grease Trap, Interceptors	5.00
Sewer	5.00
Trenchless Sewer System	40.00
Alley Cuts, Paved	5.00
Alley Cuts, Gravel	5.00
Water Service Line	5.00
Gas Service Line	5.00
Gas Test	7.50
Each Gas Opening	1.50
Gas Dryer	3.00
Outside Appliance	3.00
Boiler to 3 HP	6.00
Boiler 3 HP, to/and including 15 HP	10.00
Boiler over 15 HP, to/and including 30 HP	15.00
Boiler over 30 HP, to/and including 50 HP	25.00
Boiler over 50 HP	50.00
Residential Irrigation System	75.00
Commercial Irrigation System $\leq$ 20 heads or $\leq$ 4 rotors	75.00
Commercial Irrigation System $>$ 20 heads or $>$ 4 rotors	150.00
Mobile Home Sewer P-Trap	5.00
Septic Tank	10.00
Water Softener	10.00
Rain Water Roof Drain	3.00
Infrared Radiant Heaters	5.00
Wall Heaters	5.00
Floor Furnaces	8.00
Unit Heaters	5.00
Backflow Prevention Device	15.00
Temporary Gas Service	15.00

#### **OTHER INSPECTIONS AND FEES**

Inspections outside of normal business hours (Minimum Charge-two hours)  
200.00  
Special Request Inspections (Minimum Charge-one hour)  
100.00  
Board of Building Standards and Mechanical, Plumbing, Electrical,  
and Swimming Pool Board of Appeals request for hearing for alternate

methods and materials

100.00

Contractor's Registration (annually, due by December 31 of each year)

65.00

Contractor's Registration Initial Set-up Fee

50.00

Stop Work Order Release Fee

125.00

## EXHIBIT "A"

### **CITY OF ABILENE** **MECHANICAL PERMIT FEES**

Minimum Permit Fee	50.00
Reinspection Fee	75.00
Forced Air or Gravity Type Furnace up to 150,000 BTU's	10.00
Forced Air or Gravity Type Furnace over 150,000 BTU's	15.00
Floor Furnaces, Including Vent	8.00
Suspended Unit Heater or Wall Heater	6.00
Boilers or Refrigeration Compressor up to 3 HP	6.00
or Refrigeration Compressor over 3 HP, to/and including 15 HP	10.00
Boilers or Refrigeration Compressor over 15 HP, to/and including 30 HP	15.00
Boilers or Refrigeration Compressor over 30 HP, to/and including 50 HP	25.00
Boilers or Refrigeration Compressor over 50 HP	50.00
Air Handler Units up to 10,000 CFM	5.00
Air Handler Units over 10,000 CFM	8.00
Dryer, Bathroom, and Kitchen Ventilation Fans, that are a portion of any Heating or Cooling System and connected to a Duct	3.00
Installation of a Refrigerant Air Conditioner System up to 7½ Tons	10.00
Installation of a Refrigerant Air Conditioner over 7½ Tons	15.00
Installation of Incinerator	4.00
Other Appliances, etc.	4.00
Type I Grease Hood	25.00
Type II Vent-A-Hood	10.00
Duct (not part of permitted equipment) per Inspection	5.00
Fireplaces (Pre-Fab)	5.00
Hydronic Piping Test	15.00

#### **OTHER INSPECTIONS AND FEES**

Inspections outside of normal business hours (Minimum Charge-two hours)	200.00
Special Request Inspections (Minimum Charge-one hour)	100.00
Board of Building Standards and Mechanical, Plumbing, Electrical, and Swimming Pool Board of Appeals request for hearing for alternate methods and materials	100.00
Contractor's Registration (annually, due by December 31 of each year)	65.00
Contractor's Registration Initial Set-up Fee	50.00
Stop Work Order Release Fee	125.00

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 04/14/11**

**TO: Larry D. Gilley, City Manager**  
**FROM: Ronnie C. Kidd, Managing Director for Administration & Civil Service Director  
and Stan Standridge, Police Chief**  
**SUBJECT: First Reading of an Ordinance Amending Budget Ordinance No. 25-2010, part 7**

**GENERAL INFORMATION:**

Pursuant to Texas Local Government Code Chapter 143, the FY 2011 budget ordinance provides the number, classification, and designation of each position for the Police and Fire Departments. Regarding the Police Department, the table below reflects positions currently designated by the ordinance as well as the positions we are seeking to amend the ordinance to designate, as follows:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
Assistant Chief	3	3	0
Police Lieutenant	10	11	1
Police Sergeant	23	23	0
Police Officer	<u>148</u>	<u>147</u>	<u>(1)</u>
Total	184	184	0

The proposed change reflects the Police Chief's desire to reallocate resources to support attaining accreditation for the department through the Law Enforcement Recognition Program as discussed below.

**SPECIAL CONSIDERATIONS:**

The Law Enforcement Recognition Program has become the standard for professional law enforcement in Texas. Since its development and introduction in 2007, the Recognition Program has been overwhelmingly accepted by Texas law enforcement agencies. As of January 1, 2011, only four years into the program, 37 agencies have attained "Recognized" status and 36 more are in the process. The Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 164 Texas Law Enforcement Best Practices. These best practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights. They cover aspects of law enforcement operations such as use of force, protection of citizen rights, pursuits, property and evidence management, and patrol and investigative operations. Many times agencies operate for years without critically reviewing policies and thinking about new ways of doing things. The Abilene Police Department is excited about the opportunity to begin this year-long review of all policies and procedures, and in doing so continue the rich legacy of the department for generations to come.

**FUNDING/FISCAL IMPACT:**

Estimated annualized increase of approximately \$13,000 will be incurred when considering the salary and benefits associated with increasing the lieutenant rank by one.

**STAFF RECOMMENDATION:**

Staff recommends amending the budget ordinance to increase lieutenants by one and reduce officers by one for the overall authorized staffing of the Police Department.

**ATTACHMENTS**

Proposed Amendment to the Budget Ordinance

Prepared by:  Name <u>Ronnie C. Kidd</u>  Title <u>Managing Director for Administration</u>	Item No. <u>6.3</u>	Disposition by City Council <input type="checkbox"/> Approved      Ord/Res# <input type="checkbox"/> Denied      _____ <input type="checkbox"/> Other  _____ City Secretary
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A REVISION TO SECTION 7 OF ORDINANCE NUMBER 25-2010; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.**

WHEREAS, the City Council has adopted Ordinance Number 25-2010; and,

WHEREAS, said Ordinance established the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments; and,

WHEREAS, Section 7 of said Ordinance allows amendment by the City Council during the fiscal year the Ordinance is in effect; and,

WHEREAS, the Chief of the Abilene Police Department has requested changes in the number of approved positions within the ranks of the Abilene Police Department,

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

PART 1: That Ordinance Number 25-2010 is amended as set forth in Attachment A.

PART 2: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PASSED ON FIRST READING on the \_\_\_\_\_ day of April, A.D. 2011.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than ten (10) days prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the \_\_\_\_\_ day of April, A.D. 2011.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

# ATTACHMENT A

**That Part 7 of Ordinance No. 25-2010 is hereby amended to read as follows:**

Part 7: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the **remainder of the** fiscal year **October 1, 2010, through September 30, 2011, or as may be amended by the City Council**. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

Police Department

Assistant Police Chief	3
Police Lieutenant	<del>40</del> 11
Police Sergeant	23
Police Officers	<del>148</del> 147
	184

Fire Department

Deputy Fire Chief	1
Battalion Chief	5
Fire Captain	12
Fire Lieutenant	32
Fire Fighter	<u>123</u>
	173

City Council  
Agenda Memo



City Council  
Meeting Date: 4/14/2011

**TO:** Larry D. Gilley, City Manager

**FROM:** Richard Burdine, Assistant City Manager

**SUBJECT:** Ordinance authorizing Developer Participation Agreement between City of Abilene and Development Corporation of Abilene for construction of fire suppression improvements on the east side of the Abilene Regional Airport.

**GENERAL INFORMATION**

The Development Corporation of Abilene (DCOA) is planning to construct a new Hanger 4 at the Abilene Regional Airport (Airport) that will provide for expanded services by Eagle Aviation Services, Inc. (EASI). The new hangar will allow EASI to add a second dock line for heavy maintenance of regional jets. Each new dock line creates a demand for 50 to 55 mechanics and support staff. The new hangar will also allow EASI to relocate the current dock line for regional jets in Hangar 0 to the new hangar. This will free up space in Hangar 0 so Harley Hall, EASI's Director of Maintenance, can compete for additional repair work for Abilene.

DCOA consultant, Tittle Luther Partnership, Architects, and their subconsulting Engineers Coker Engineering and Enprotec/Hibbs & Todd, Inc (EHT), evaluated the water supply to the Airport and determined that the single 10-inch diameter water main serving the Airport does not provide sufficient fire flow capacity for the project. In order to improve fire flow capacity the Engineers recommend extending a nearby existing 12-inch water main. That water main extension would connect to the existing water distribution piping at several points within the Airport's site and would benefit the City by improving the fire flow capacity to all areas of Airport. In order to provide the necessary capacity for fire suppression, construction of dedicated water storage tanks holding over 200,000 gallons would also be required.

Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer to construct public improvements related to a development with the restrictions that the improvements cannot include the construction of buildings and the municipality may not participate at a level that would exceed thirty percent of the total project cost.

To participate in such an agreement, the Abilene City Council must approve an ordinance authorizing a Developer Partnership Agreement that would provide terms and conditions necessary for the City to participate in the project. The total project cost is estimated to be \$3,150,000, which includes the 12-inch pipeline, storage tanks, pump station, and pipelines and fire related appurtenances. All costs will be paid by the developer with reimbursement from the City for its share.

**FUNDING/FISCAL IMPACT**

The City of Abilene Water Department participation in the project is an unbudgeted expenditure and would be paid utilizing Water Utility unreserved funds.

**STAFF RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS**

Ordinance with attached agreement

Prepared by:

Name Richard Burdine

Title Assistant City Manager

Item No. 6.4

Disposition by City Council

- Approved      Ord/Res#
- Denied      \_\_\_\_\_
- Other

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

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

**AN ORDINANCE APPROVING THE EXECUTION OF A DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE (CITY) AND THE DEVELOPMENT CORPORATION OF ABILENE (DCOA) FOR THE PURPOSE OF MAKING CERTAIN PUBLIC IMPROVEMENTS AS AUTHORIZED BY LAW.**

**WHEREAS**, Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer of land to construct public improvements related to the development, and;

**WHEREAS**, the improvements cannot include the construction of buildings, and the municipality may not participate at a level that would exceed thirty percent of the total project cost, and;

**WHEREAS**, The DCOA is planning to construct a new Hanger 4 at the Abilene Regional Airport (Airport) that will provide for expanded services by Eagle Aviation Services, Inc; and

**WHEREAS**, in order to improve fire flow capacity the developer's Engineers recommended extending a nearby existing 12-inch water main; and

**WHEREAS**, that water main extension would connect to the existing water distribution piping at several points within the Airport's site and would improve the fire flow capacity to all areas of Airport; and

**WHEREAS**, the City and DCOA agree it is in the best interest of both entities to enter into a participation agreement to complete the project.

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

**PART 1:** That the City Manager is authorized to execute a Developer Participation Agreement between the City of Abilene and the Development Corporation of Abilene for the purpose of allowing the City to make certain fire suppression improvements on the east side of the Abilene Regional Airport, as set out in Exhibit "A", attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** That the City Manager is authorized to execute an addendum to the on-demand engineering contract with Enprotec/Hibbs & Todd, Inc. for engineering services related to this project.

**PART 3:** 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** this 14<sup>th</sup> day of April, A.D., 2011.

**PASSED ON SECOND AND FINAL READING** this 28th day of April, A.D., 2011.

**ATTEST:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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

## **DEVELOPER PARTICIPATION AGREEMENT**

This Agreement is entered this the     day of April , 2011 between the City of Abilene (City) and the Development Corporation of Abilene (Developer).

WHEREAS, Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer of land to construct public improvements related to the development, and;

WHEREAS, the improvements cannot include the construction of buildings, and the municipality may not participate at a level that would exceed thirty percent of the total project cost, and;

WHEREAS, The DCOA is planning to construct a new Hanger 4 at the Abilene Regional Airport (Airport) that will provide for expanded services by Eagle Aviation Services, Inc; and

WHEREAS, in order to improve fire flow capacity the developer's Engineers recommended extending a nearby existing 12-inch water main; and

WHEREAS, that water main extension would connect to the existing water distribution piping at several points within the Airport's site and would improve the fire flow capacity to all areas of Airport; and

WHEREAS, the City and DCOA agree it is in the best interest of both entities to enter into a partnership agreement to complete the project.

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

### **DEVELOPER RESPONSIBILITIES**

1. Developer shall be responsible for the entire expense of the project (Project) as estimated in the attached Schedule A.
2. The Project shall be designed by engineers to the plans and specifications for the construction of such Project as approved by City.
3. The Developer agrees to utilize the City's On Demand Water Engineering contract with Enprotec/Hibbs & Todd, Inc. for the project.
4. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.

5. The Developer will designate a contact person available to answer questions on behalf of Developer. The contact person for this Agreement is Francisco Perez. The secondary contact person for this Agreement is Richard Burdine.

6. The Developer shall allow inspection of the construction site by City at all reasonable times.

7. Upon completion, Developer will own, operate and maintain the storage tank(s), fire pumps, fire suppression systems and the pipeline and appurtenances into which the fire pumps discharge

8. The Developer shall execute a performance bond for the construction of the Developer's portion of the improvements to ensure completion of the Project.

9. All of the Developer's books and other records related to the project shall be available for inspection by the municipality.

### **CITY'S RESPONSIBILITIES**

1. The City shall reimburse the DCOA for 30% of the actual total project costs as estimated on exhibit A.

2. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating.

3. The City will designate a contact person available to answer questions on behalf of the City. The contact person for this Agreement is David Vela. The secondary contact person for this Agreement is Tommy O'Brien.

4. Upon completion the City will own, operate and maintain the 12-inch pipeline delivering water to the storage tank(s).

### **MISCELLANEOUS TERMS**

#### **1. Indemnity**

**The Developer must indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Developer's work and activities conducted in connection with this Contract, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon negligent or intentional acts or omissions of Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.**

**Developer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees and other persons, as well as their property, 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 Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.**

**The City assumes no responsibility or liability for harm, injury, or any damaging events, which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for all such defects being expressly assumed by the Developer. The Developer agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all premise defects or conditions over which Developer has dominion and control, but not otherwise.**

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

## **2. Venue and Choice of Law**

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

## **3. Assignment**

The Developer may not assign in whole or in part any rights, duties, obligations or interest arising from this Agreement without the City's prior written consent, and such consent will not be unreasonably withheld.

## **4. Amendment or Modification**

This Agreement, including schedules and attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this Agreement, are of no effect. This Agreement may not be amended or modified except by both parties' written consent.

## **6. Compliance with Laws, Charter, Ordinances**

Developer, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all



applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Developer must obtain all necessary permits and licenses required in completing the work contracted for in this Agreement.

**7. Notice**

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party.

IN WITNESS HEREOF the parties have executed this Agreement.

**CITY OF ABILENE**

**DEVELOPER**

By: \_\_\_\_\_  
Larry Gilley, City Manager

By: \_\_\_\_\_  
Richard Burdine, CEO

ATTEST:

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

APPROVED:

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

SCHEDULE A

DEVELOPMENT CORPORATION OF ABILENE (DCOA)  
FIRE PROTECTION IMPROVEMENTS FOR EASI COMPLEX

OPINION OF PROBABLE CONSTRUCTION COST (OPCC) SUMMARY

**1 12-INCH LINE EXTENSION**

OPCC		\$	418,000.00
PROFESSIONAL FEES:			
Survey:		\$	4,000.00
Basic Engineering:		\$	30,000.00
Prelim Design	\$	3,600	
Final Design	\$	18,000	
Bidding	\$	1,500	
Construction	\$	6,000	
Post-Construction	\$	900	
<b>SUBTOTAL PROJECT COST:</b>		<b>\$</b>	<b>452,000.00</b>

**2 TWO (2) 100,000 GALLON GROUND STORAGE TANKS**

OPCC		\$	317,500.00
PROFESSIONAL FEES:			
Survey:		\$	500.00
Basic Engineering:		\$	16,000.00
Prelim Design	\$	1,600	
Final Design	\$	10,240	
Bidding	\$	480	
Construction	\$	3,200	
Post-Construction	\$	480	
Geotechnical Site Evaluation		\$	3,000.00
<b>SUBTOTAL PROJECT COST:</b>		<b>\$</b>	<b>337,000.00</b>

**3 INTERNAL FIRE LOOP AND ADDITIONAL HYDRANTS**

OPCC		\$	266,000.00
PROFESSIONAL FEES:			
Survey:		\$	3,000.00
Basic Engineering:		\$	23,000.00
Prelim Design	\$	2,760	
Final Design	\$	13,800	
Bidding	\$	1,150	
Construction	\$	4,600	
Post-Construction	\$	690	
<b>SUBTOTAL PROJECT COST:</b>		<b>\$</b>	<b>292,000.00</b>

**DEVELOPMENT CORPORATION OF ABILENE (DCOA)  
FIRE PROTECTION IMPROVEMENTS FOR EASI COMPLEX**

**OPINION OF PROBABLE CONSTRUCTION COST (OPCC) SUMMARY**

**4 FIRE PUMP STATION**

OPCC	\$	250,000.00
<b>PROFESSIONAL FEES:</b>		
Basic Engineering:	\$	2,100.00
eHT Project Coordination with Coker/Electrical Design:	\$	5,500.00
Construction Phase:	\$	1,275.00
<i>Inspection-Coker</i>	\$	1,275
<b>SUBTOTAL PROJECT COST:</b>	<b>\$</b>	<b>258,875.00</b>

**5 HANGAR 0 FIRE SUPPRESSION SYSTEM**

OPCC	\$	500,000.00
<b>PROFESSIONAL FEES:</b>		
Basic Engineering:	\$	2,100.00
Construction Phase:	\$	1,275.00
<i>Inspection-Coker</i>	\$	1,275
<b>SUBTOTAL PROJECT COST:</b>	<b>\$</b>	<b>503,375.00</b>

**6 HANGAR 1 FIRE SUPPRESSION SYSTEM**

OPCC	\$	500,000.00
<b>PROFESSIONAL FEES:</b>		
Basic Engineering:	\$	2,100.00
Construction Phase:	\$	1,275.00
<i>Inspection-Coker</i>	\$	1,275
<b>SUBTOTAL PROJECT COST:</b>	<b>\$</b>	<b>503,375.00</b>

**7 HANGAR 4 FIRE SUPPRESSION SYSTEM**

OPCC	\$	500,000.00
<b>PROFESSIONAL FEES:</b>		
Basic Engineering:	\$	2,100.00
Construction Phase:	\$	1,275.00
<i>Inspection-Coker</i>	\$	1,275
<b>SUBTOTAL PROJECT COST:</b>	<b>\$</b>	<b>503,375.00</b>

**DEVELOPMENT CORPORATION OF ABILENE (DCOA)  
FIRE PROTECTION IMPROVEMENTS FOR EASI COMPLEX**

**OPINION OF PROBABLE CONSTRUCTION COST (OPCC) SUMMARY**

**CONSTRUCTION COST SUMMARY**

1	12-INCH LINE EXTENSION	\$	418,000.00
2	TWO (2) 100,000 GALLON GROUND STORAGE TANKS	\$	317,500.00
3	INTERNAL FIRE LOOP AND ADDITIONAL HYDRANTS	\$	266,000.00
4	FIRE PUMP STATION	\$	250,000.00
5	HANGAR 0 FIRE SUPPRESSION SYSTEM	\$	500,000.00
6	HANGAR 1 FIRE SUPPRESSION SYSTEM	\$	500,000.00
7	HANGAR 4 FIRE SUPPRESSION SYSTEM	\$	500,000.00

<b>SUBTOTAL CONSTRUCTION COSTS:</b>		<b>\$</b>	<b>2,751,500.00</b>
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**PROFESSIONAL FEES:**

**Enprotec/Hibbs & Todd, Inc. (eHT)** **\$ 85,000.00**

*(Projects 1, 2, 3, and 4)*

<i>Field Survey:</i>	\$	7,500
<i>Basic Engineering:</i>	\$	69,000
<i>Project Coordination with Coker:</i>	\$	5,500
<i>Geotechnical Evaluation:</i>	\$	3,000

**Coker Engineering LLC** **\$ 13,500.00**

*(Projects 5, 6, 7, and 8)*

<i>Basic Engineering:</i>	\$	8,400
<i>Construction Admin/Inspection:</i>	\$	5,100

**Tittle Luther Partnership** **\$ 75,000.00**

<i>Contract Administration:</i>	\$	70,000.00
<i>Reimbursable Expenses (Printing/Plan Distribution)</i>	\$	5,000.00

<b>SUBTOTAL PROFESSIONAL FEES:</b>		<b>\$</b>	<b>173,500.00</b>
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**General Project Contingencies (8% of Construction Cost)** **\$ 225,000.00**

<b>OPINION OF TOTAL ESTIMATED PROJECT COST:</b>		<b>\$</b>	<b>3,150,000.00</b>
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**City Council  
Agenda Memo**



**City Council  
Meeting Date: 04/14/2011**

**TO: Larry D. Gilley, City Manager**

**FROM: Megan R. Santee, Interim Director of Public Works**

**SUBJECT: Award of Annual Street Division Material Requirement**

**GENERAL INFORMATION**

The City of Abilene Street Department is requesting that by oral resolution the City Council award bids for materials to be used in the maintenance and rehabilitation of the street and alley system. Notices were published in the Abilene Reporter News on March 6<sup>th</sup> and March 13<sup>th</sup>, and the bid opening date was March 22nd, 2011. The following table lists the individual chemicals bid, the staff recommended bidder, and the unit price for that bid.

<b><u>Item:</u></b>	<b><u>Company</u></b>	<b><u>Unit Price</u></b>
Limestone Rock Asphalt, Type CC	Vulcan Const. Materials	\$ 74.50/Per Ton
Hot Mix, Type D-Delivered	J.H. Strain & Sons	\$ 62.00/ Per Ton
Hot Mix-Type D	J.H. Strain & Sons	\$ 57.00/ Per Ton
A-1 Flex Base-Delivered	J.H. Strain & Sons	\$ 10.00/ Per Ton
A-1 Flex Base	Vulcan Const. Materials	\$ 6.10 / Per Ton
Portland Cement, 7-Sack	Ingram Concrete	\$ 115.00 /Per Cubic Yd.
Portland Cement, 5-Sack	Ingram Concrete	\$ 105.00/Per Cubic Yd.
Portland Cement, Type I	Abilene Lumber	\$ 9.45/Per Sack
Polymer Modified Crack Sealant	Crafcro Texas	\$ 0.49/Per Pound
HPPM	Unique Paving Materials	\$ 104.50/ Per Ton
CBS-1	Envirotex	\$ 3.95/Per Gal

**FUNDING/FISCAL IMPACT**

Funding for the materials is available in the 2010/2011 general operating budget for Street Services.

**STAFF RECOMMENDATION**

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

**ATTACHMENTS**

Bid Tab Sheet for Bid # CB-1119

Prepared by: Name <u>Rodney Abila</u> Title <u>Program Administrator</u>	Item No. <u>6.5</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____ _____ City Secretary
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**CITY OF ABILENE  
PURCHASING DIVISION  
TABULATION OF BIDS**

ITEM	DESCRIPTION	QTY	UNIT	J.H. STRAIN & SONS, INC TYE, TX		VULCAN CONSTRUCTION MATERIALS, LP ABILENE, TX		INGRAM CONCRETE, LLC ABILENE, TX		ABILENE LUMBER ABILENE, TX		CRAFCO TEXAS, INC. SAN ANTONIO, TX		UNIQUE PAVING MATERIALS CLEVELAND, OH	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	200	TON			*74.50									
2.	HOT MIX, TYPE D – DELIVERED	1,500	TON	*62.00		69.92									
3.	HOT MIX, TYPE D	2,500	TON	*57.00		65.00									
4.	A-1 FLEX BASE – DELIVERED	18,000	TON	*10.00		10.44									
5.	A-1 FLEX BASE	7,000	TON	6.50		*6.10									
6.	PORTLAND CEMENT, 7-SACK	100	CY				*115.00								
7.	PORTLAND CEMENT, 5-SACK	200	CY				*105.00								
8.	PORTLAND CEMENT, TYPE I	1,620	SK							*9.45					
9.	POLYMER MODIFIED CRACK SEALANT	100,000	LBS												
10.	HPPM	125	TON									*.49			
11.	CBS-1	15,000	GAL											*104.50	
				BASE BID											
				DISCOUNT											
				TOTAL BID											

\*NOTES: INDICATES RECOMMENDED AWARD

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

DEPARTMENT: STREET		ENVIROTEX		GRAHAM, TX											
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	LIMESTONE ROCK ASPHALT, TYPE CC	200	TON												
2.	HOT MIX, TYPE D - DELIVERED	1,500	TON												
3.	HOT MIX, TYPE D	2,500	TON												
4.	A-1 FLEX BASE - DELIVERED	18,000	TON												
5.	A-1 FLEX BASE	7,000	TON												
6.	PORTLAND CEMENT, 7-SACK	100	CY												
7.	PORTLAND CEMENT, 5-SACK	200	CY												
8.	PORTLAND CEMENT, TYPE I	1,620	SK												
9.	POLYMER MODIFIED CRACK SEALANT	100,000	LBS												
10.	HPPM	125	TON												
11.	CBS-1	15,000	GAL	*3.95											
BASE BID															
DISCOUNT															
TOTAL BID															

\*NOTES: INDICATES RECOMMENDED AWARD