

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager

FROM: Jon C. James, Director of Planning and Development Services

SUBJECT: First Reading on an Ordinance Approving the Execution of a Developer Participation Agreement between the City of Abilene and Abilene Development Associates, LLC

**City Council
Meeting Date: 7-12-2012**

GENERAL INFORMATION

Abilene Development Associates, LLC is proposing to construct a new affordable housing development within the City of Abilene and have applied for Low Income Housing Tax Credits through the State of Texas. As part of their application process, they sought a commitment from the City of Abilene to support this project through in-kind contributions, fee waivers, and through the possible approval of alternative designs which will represent a cost savings for the project. This support was expressed through Council Resolution 3-2012 adopted on February 9, 2012 which authorized up to \$160,000 in in-kind support. The attached Developer Participation Agreement formalizes this arrangement and outlines the responsibilities of both the developer and the City.

FUNDING/FISCAL IMPACT

This agreement authorizes in-kind contributions, including oversizing of utilities, fee waivers, and/or approval of cost saving measures. Other than the potential lost revenue from fees and oversizing costs that would likely be performed in any case, approval of this agreement will not result in additional expense for the City.

STAFF RECOMMENDATION

Staff recommends approval of authorizing the City Manager to execute this agreement.

ATTACHMENTS

Ordinance, Developer Participation Agreement

Prepared by:

Sandy Bowen

Neighborhood Initiatives Manager

Item No. 6.1

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 ABILENE DEVELOPMENT ASSOCIATES, LLC (DEVELOPER) 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/or one-hundred percent of any oversizing costs, and;

WHEREAS, Developer is planning to construct a new affordable housing development that will provide additional housing options for local residents that are currently underserved; and

WHEREAS, in order to qualify for the available funding to construct said development, Developer requested participation from City; and

WHEREAS, City approved participation via in-kind contributions or cost saving measures up to \$160,000.00 by Resolution 3-2012 for the La Ventana Apartments (Project); and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into a partnership agreement at this time 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 and Developer for the purpose of allowing the City to participate in certain public improvements on the Project, as set out in Exhibit "A", attached hereto and made a part of this Ordinance for all purposes.

PART 2: 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 12th day of July, A.D., 2012.

PASSED ON SECOND AND FINAL READING this 26th day of July, A.D., 2012.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

DEVELOPER PARTICIPATION AGREEMENT

This Agreement is entered this the ____ day of July, 2012 between the City of Abilene (City) and Abilene Development Associates LLC (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/or one-hundred percent of any oversizing costs, and;

WHEREAS, Developer is planning to construct a new affordable housing development that will provide additional housing options for local residents that are currently underserved; and

WHEREAS, in order to qualify for the available funding to construct said development, Developer requested participation from City; and

WHEREAS, City approved participation via in-kind contributions or cost saving measures up to \$160,000.00 by Resolution 3-2012 for the La Ventana Apartments (Project); and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into a partnership agreement at this time 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 public improvements associated with the Project.
2. The public improvements for the Project shall be designed by engineers to the plans and specifications for the construction of such public improvements as approved by City.
3. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.
4. The Developer will designate a contact person available to answer questions on behalf of Developer. The contact person for this Agreement is _____. The secondary contact person for this Agreement is _____.

5. The Developer shall allow inspection of the construction site by City at all reasonable times.
6. The Developer shall execute a performance bond for the construction of the Developer's portion of the improvements to ensure completion of the Project.
7. All of the Developer's books and other records related to the project shall be available for inspection by the City.

CITY'S RESPONSIBILITIES

1. The City shall reimburse the Developer for 30% of the actual total project costs for the public improvements, and/or 100% of any oversizing of public improvements required by City, not to exceed \$160,000.00. The City may, in its sole discretion, contribute in-kind services, waive and/or vary public improvement development standards, waive permitting fees or any combination thereof in lieu of reimbursement for any portion of the \$160,000.00 commitment.
2. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating. The public improvements may include water and sanitary sewer line extensions and oversizing, on-site stormwater detention/retention and construction of related facilities, sidewalks, and permits associated with the above.
3. The City will designate a contact person available to answer questions on behalf of the City. The contact person for this Agreement is Jon James. The secondary contact person for this Agreement is _____.
4. Upon completion the City will own, operate and maintain the public improvements.

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

By: _____
Larry Gilley, City Manager

DEVELOPER

By: _____
Megan D. De Luna

ATTEST:

City Secretary

APPROVED:

City Attorney

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager
FROM: Stan Standridge, Chief of Police
SUBJECT: Lenco GSA Contract GS-07F-0390M

**City Council
Meeting Date: 07-12-12**

GENERAL INFORMATION

The Police Department seeks an award of bid to Lenco Armored Vehicles for the purchase of a BearCat. The BearCat is a 4WD, diesel engine, 6.7L Turbo vehicle that is certified for protection against .50 caliber rounds and smaller. The vehicle provides lifesaving armor for first responders as they work to mitigate citizen or officer rescues, high risk warrant service, and barricaded person incidents.

SPECIAL CONSIDERATIONS

The purchase of the vehicle would be done through the Texas 1122 Program.

FUNDING/FISCAL IMPACT

The vehicle, with Level E armor, costs \$226,000.00. A portion of this cost, \$6,869.00, is for shipping the vehicle to Abilene.

STAFF RECOMMENDATION

Staff recommends award of bid.

Prepared by:

Name____Stan Standridge_____

Title____Chief of Police _____

Item No.____6 . 2_____

Disposition by City Council

- ☐ Approved Ord/Res# _____
☐ Denied _____
☐ Other _____

City Secretary



POLICE DEPARTMENT

450 PECAN STREET • ABILENE, TEXAS 79602 • 325-676-6600 • FAX 325-676-6606

MEMORANDUM

TO: Pascual Mirelez, Purchasing Administrator
FROM: Stan Standridge, Chief of Police
DATE: June 22, 2012
SUBJECT: Armored Vehicle

On May 10, 2012, I made a presentation to Abilene City Council regarding the need for a police armored vehicle. This was a presentation only and did not require any Council action. Thereafter, SWAT Commander Richy Waggoner began researching specifications for armored vehicles, and in doing so identified a number of necessary equipment items that should be considered. Additionally, staff reviewed the US General Services Administration (GSA) listing of approved armored vehicle vendors.

There are (21) vendors listed on the GSA website that are authorized providers of armored vehicles. Upon further research, however, staff learned that some of these providers only manufacture cash-transit vehicles (used by commercial institutions such as banks). Staff then conducted research to identify which sister cities have purchased armored vehicles, and if they had one, what vendor their city used to supply the vehicle. Two vendors were identified – Lenco Industries Inc. and The Armored Group LLC. Both suppliers are listed as approved vendors by GSA. Most major and mid-size Texas cities had purchased the Lenco Bearcat. These cities included Wichita Falls, Killeen, Dallas, TX DPS, Tyler, Temple, Lubbock, Austin, Carrollton, San Marcos, Round Rock, Fort Worth, Grand Prairie, and many others.

Written communication was then drafted by the Police Department and the Purchasing Division. This communication was sent to Lenco Industries and The Armored Group, and it asked for formal quotes for an armored vehicle that met or exceeded all options specified. The quote was to reflect an itemized list of the options not included in the base price of the vehicle and their associated GSA price. A quote was received from each vendor. However, Lenco Industries was the only vendor to supply a quote listing all prices for each option specified by the Police Department. Additionally, Lenco Industries is the only US State Department certified supplier of Level E armored vehicles. Level E affords protection up to and including .50 caliber rifle rounds. Lenco Industries is the largest supplier of armored vehicles for police departments in the State of Texas.

I request the City of Abilene move forward with a bid award to Lenco Industries Inc.

cc: LG; DS; TJ; DW; RW

We Serve Those We Protect



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 9328B

Quotation Date: 06/14/2012
Tax ID #: 04-2719777

ABLTX Abilene Police Department 450 Pecan Street Abilene, TX 79604	Estimated Completion Date:	F.O.B.: Destination
	Approx 210+ Days ARO	Ship Via: Common Carrier
	Payment Terms: <i>Lenco GSA Contract GS-07F-0390M 1122 Program</i>	
	<i>Lenco Does Not Collect Tax or Register Vehicles with DMV</i>	
	Inspection & Acceptance: At Lenco Factory, Pittsfield, MA	
Terms and Conditions: Net 30 Days -- Transfer of Certificate of Origin Upon Receipt of Payment		

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$197,250.10	\$188,793.00
US State Department Armor Level E			
Options:			
Diesel Engine, 6.7L Turbo	BCDLEN	7,821.00	7,486.00
22.5" Tire and Wheel Upgrade	BCTWU	7,940.00	7,600.00
4-Door Configuration	BC4DR	8,210.00	7,858.00
Hydraulic Ram Upgrade	BCHYDRAM	5,725.00	5,480.00
Rear Auxiliary AC/Heating System	BCAC	2,000.00	1,914.00
Net Savings \$9,815.10		\$228,946.10	\$219,131.00
		FOB Abilene, TX	6,869.00
Total Cost of (1) Lenco BearCat Abilene, TX			\$226,000.00

Specifications Subject to Change

PROPRIETARY

WARNING: Information Subject to Export Control Laws

The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.

THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE

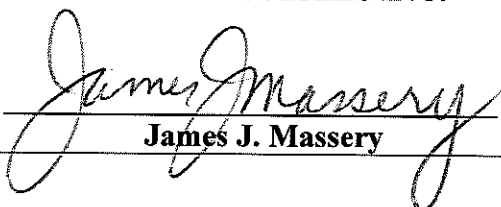
ACCEPTANCE OF PROPOSAL — The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

**Authorized
Signature**

Please sign and return

**Authorized
Signature**

LENCO INDUSTRIES INC.


James J. Massery

Thank You