


**PUBLIC NOTICE**

DEVELOPMENT CORPORATION OF ABILENE, INC.

A regular meeting of the Development Corporation of Abilene, Inc. will be held on Wednesday, September 23, 2009, in the Develop Abilene conference room, 174 Cypress St., Abilene, Texas, 3rd floor, commencing at 1:00 p.m. to consider the following agenda:

SIGNED:

  
Richard Burdine, Asst. City Manager for Economic Development

**AGENDA**

September 23, 2009  
1:00 p.m.

Develop Abilene Conference Room  
174 Cypress St., 3rd floor

1. Call the meeting to order.
2. Approval of the minutes from the September 8, 2009 meeting.
3. Sales Tax report for September 2009.
4. Executive Session: Pursuant to Tex. Gov't Code Sec. 551.087, an executive session may be held (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). After discussion in executive session, any action or vote will be taken in public.

Pursuant to Tex. Gov't Code Sec. 551.072, an executive session may be held to discuss the possible exchange, lease, or value of real property associated with a project to be funded by the DCOA since deliberation in open session would have a detrimental effect on the DCOA's negotiations with a third party. After discussion in executive session, any action or vote will be taken in public.

Pursuant to Tex. Gov't Code Sec. 551.071, an executive session may be held to consult with the DCOA attorney regarding pending or contemplated litigation or a settlement offer regarding DCOA funded projects or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code. After discussion of the contemplated legal matters in executive session, any action or vote will be taken in public.

5. Discussion and possible approval of a FY10 contract with the City of Abilene for business services.

6. Discussion and possible approval of a resolution authorizing the CEO to execute a contract with Emergent Technologies, Inc. for personnel, business recruitment, business acceleration and strategic planning services for the Abilene Life Sciences Accelerator.
7. Discussion and possible approval of a resolution authorizing an agreement with Tittle-Luther Partnership to prepare technical specifications and bid documents to solicit competitive bids to repaint the floors in hangars occupied by Eagle Aviation Services, Inc. at the Abilene Regional Airport
8. Adjournment.

### CERTIFICATE

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of Abilene, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_\_.

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

### NOTICE

Persons with disabilities who would like special assistance or need special accommodations to participate in this meeting should contact Department of Economic Development, (325) 676-6390, at least forty-eight (48) hours in advance of this meeting. Telecommunication device for the deaf is (325) 676-6360.

**DEVELOPMENT CORPORATION OF ABILENE, INC.  
BOARD MEETING MINUTES  
SEPTEMBER 8, 2009**

<b>MEMBERS PRESENT:</b>	Joe Crawford Marelyn Shedd Scott Senter	Mike Schweikhard Paul Cannon
<b>STAFF PRESENT:</b>	Richard Burdine Alice Jackson	Kim Tarrant Stan Smith
<b>GUESTS PRESENT:</b>	Bill Ehrie	Abilene Industrial Foundation

- 1. CALL TO ORDER.** Joe Crawford called the meeting to order at 1:30 p.m. in the Develop Abilene conference room located at 174 Cypress, 3rd floor, Abilene, TX.
- 2. APPROVAL OF MINUTES FROM AUGUST 18, 2009 MEETING.** Scott Senter asked for a correction in Item 8 to read as follows: "The C130 H1s are due to be replaced with the new C130J models beginning in the spring of 2010 with two aircraft and others to follow." Scott Senter then moved to approve the minutes from the August 18, 2009 meeting as corrected. Paul Cannon seconded and the motion carried.
- 3. STATUS OF FUNDS REPORT FOR JULY 2009.** Alice Jackson reported total assets as of July 31, 2009 of \$57.9 million, and the DCOA had an undesignated fund balance of \$10.1 million. Of the \$676,000 in revenue \$594,000 was city sales tax. Expenditures totaled \$661,000. Of that, the TTU Pharmacy School had a principal reduction of \$179,000, Teleperformance USA earned a principal reduction through job performance of \$84,000 and the DCOA purchased the 122 acres north of Five Points for \$171,000.
- 4. EXECUTIVE SESSION.** I hereby announce we are going into Executive Session pursuant to Texas Government Code Sections 551.071, .072, and .087 to consult with our legal counsel, discuss real property transactions, and discuss economic development negotiations involving a business prospect, as set forth on the agenda. Any vote or action will be taken in open session.

President Joe Crawford announced the date is September 8, 2009, and the time is 1:34 p.m. Mr. Crawford then announced the date is still September 8, 2009, and the time is 2:15 p.m. No vote or action was taken in Executive Session.

- 5. DISCUSSION & POSSIBLE APPROVAL OF A RESOLUTION AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH EMERGENT TECHNOLOGIES, INC. FOR PERSONNEL, BUSINESS RECRUITMENT, BUSINESS ACCELERATION AND STRATEGIC PLANNING SERVICES FOR THE ABILENE LIFE SCIENCES ACCELERATOR.** There was no discussion on

this item. Scott Senter moved to table this item. Marelyn Shedd seconded and the motion carried.

6. **ADJOURNMENT.** After some discussion about scheduling conflicts, the next DCOA board meeting was moved from 1:30 on September 22<sup>nd</sup> to September 23<sup>rd</sup> at 1:00. There being no further business, the meeting was adjourned.

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Joe Crawford, President

**MEMORANDUM**

September 10, 2009

**TO:** Larry D. Gilley, City Manager  
Evalin E. McClain, Assistant City Manager

**FROM:** Mindy Patterson, Director of Finance

**SUBJECT:** September Sales Tax

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The sales tax rebate for September is \$2,615,312.00 which represents July sales. This is 9.66% below last year. The breakdown of the September rebate is \$1,961,484.00 to the General Fund and \$653,828.00 for economic development. Of this rebate, \$55,838 is from prior periods, audit payments, future payments, and unidentified payments. Based on this rebate, sales tax is .04% below last year for the period of October through September. This rebate concludes our 2008-09 fiscal year. I have requested the detail from the state.

Should you have any questions, please contact me.

MP:ls

cc: Richard Burdine, Assistant City Manager  
David Vela, Assistant City Manager

**CITY OF ABILENE  
SALES TAX COMPARISON**

Accounting Period Month	GENERAL FUND	ECONOMIC DEVELOPMENT	TOTAL	GENERAL FUND	ECONOMIC DEVELOPMENT	TOTAL
	Actual 2007-08	Actual 2007-08		Actual 2008-09	Actual 2008-09	
October	\$2,029,217.53	\$676,405.84	\$2,705,623.37	\$2,110,326.56	\$703,442.19	\$2,813,768.75
November	2,293,733.19	764,577.73	3,058,310.92	2,680,326.85	893,442.28	3,573,769.13
December	1,934,180.44	644,726.81	2,578,907.25	2,122,016.60	707,338.86	2,829,355.46
January	1,880,105.59	626,701.86	2,506,807.45	1,981,869.70	660,623.23	2,642,492.93
February	2,932,831.13	977,610.37	3,910,441.50	2,867,665.67	955,888.56	3,823,554.23
March	1,798,311.71	599,437.23	2,397,748.94	1,807,393.10	602,464.36	2,409,857.46
April	1,794,413.90	598,137.96	2,392,551.86	1,849,680.13	616,560.04	2,466,240.17
May	2,472,581.86	824,193.95	3,296,775.81	2,380,270.93	793,423.64	3,173,694.57
June	1,970,650.71	656,883.57	2,627,534.28	1,961,132.05	653,710.68	2,614,842.73
July	2,054,110.32	684,703.44	2,738,813.76	1,794,109.23	598,036.41	2,392,145.64
August	2,592,932.85	864,310.95	3,457,243.80	2,397,269.11	799,089.70	3,196,358.81
September	2,171,258.39	723,752.80	2,895,011.19	1,961,484.00	653,828.00	2,615,312.00
<b>FY TOTAL</b>	<b>\$25,924,327.62</b>	<b>\$8,641,442.51</b>	<b>\$34,565,770.13</b>	<b>\$25,913,543.93</b>	<b>\$8,637,847.95</b>	<b>\$34,551,391.88</b>

NOTE: REPORT REFLECTS THE MONTH SALES TAX IS RECEIVED FROM AUSTIN. REVENUE IS RECORDED ON THIS BASIS FOR BUDGETARY PURPOSES.

THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) WILL REFLECT GASB 33 REQUIREMENT IN ADDITION TO THE BUDGET BASIS.

**DEVELOPMENT CORPORATION OF ABILENE, INC.**  
**1/2 CENT SALES TAX REVENUE**  
***FY 2008: Monthly and Year-to-Year Comparisons***

<b>Accounting Period Month</b>	<b>Actual 2007-08</b>	<b>Actual 2008-09</b>	<b>% Change</b>
October	\$676,406	\$703,442	4.00%
November	764,578	893,442	16.85%
December	644,727	707,339	9.71%
January	626,702	660,623	5.41%
February	977,610	955,889	-2.22%
March	599,437	602,464	0.50%
April	598,138	616,560	3.08%
May	824,194	793,424	-3.73%
June	656,884	653,711	-0.48%
July	684,703	598,036	-12.66%
August	864,311	799,090	-7.55%
September	723,753	653,828	-9.66%
<b>FY TOTAL</b>	<b>\$8,641,443</b>	<b>\$8,637,848</b>	<b>-0.04%</b>

Note: Report reflects the month sales tax is received from Austin.  
Revenue is recorded on this basis for budgetary purposes.

The Comprehensive Annual Financial Report (CAFR) will reflect  
GASB 33 requirement in addition to the budget basis.

Revenue for September '09 represents July '09 sales. Approximately  
\$13,960 of the rebate is from prior periods, audit, and future payments.

Audit Payments: Larger businesses submit sales tax collections to the State  
Comptroller every month and smaller ones either quarterly or annually. The  
Comptroller audits the books of these businesses on a four year cycle to  
determine if sales tax was collected on all taxable sales. Audit collections  
represent the sales tax revenue from prior sales and submitted or refunded  
subsequent to the audit.

**DEVELOPMENT CORPORATION OF ABILENE, INC.**  
**BOARD AGENDA**  
**MEETING DATE: September 23, 2009**

**PROJECT:           FY10 Contract with the City of Abilene for Business Services**

**FROM:             Richard Burdine, CEO**

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**GENERAL INFORMATION:**

On August 18, 2009, the DCOA approved a budget for FY10 that included funding for annual contract renewals with the TTU Small Business Development Center, Abilene Industrial Foundation, Chamber of Commerce Military Affairs Committee, City of Abilene Airport Business Development Management Program, and City of Abilene Business Services.

**SPECIAL CONSIDERATIONS:**

For FY10, the board approved \$635,870 for Business Services operations, which is for services provided by the Department of Economic Development of the City of Abilene, plus services provided by other City departments (i.e. Legal, Accounting, Finance, Administration, and Human Resources). The board again authorized \$150,000 for property maintenance issues related to DCOA-owned assets, and \$86,290 to pay property insurance premiums for DCOA-owned real estate covered under the City's self-insurance plan. An additional request of \$233,810 was approved to provide maintenance funding for the Abilene Life Sciences Accelerator (ALSA) properties at 842 and 1325 Pine. The total funding approved is \$1,105,970.

In order to avoid a conflict of interest between the DCOA and City by using the City's Legal Dept. to draft a contract, the board hired the Whitten Law Firm to prepare a FY10 contract.

**FUNDING/FISCAL IMPACT:**

Fiscal Year 2010 Business Services budget:

Business Services Ops	\$ 635,870
DCOA Property Maint.	\$ 150,000
ALSA Property Maint.	\$ 233,810
Property Ins. Premium	\$ 86,290
TOTAL	\$1,105,970 (previously approved on 8-18-09)

**STAFF RECOMMENDATION:**

Staff recommends the Board approve by oral resolution the FY10 contract with the City of Abilene for Business Services.

**ATTACHMENT:**

Proposed FY10 contract with City of Abilene for Business Services



THE STATE OF TEXAS  
COUNTY OF TAYLOR

X  
X  
X

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, effective the 1st day of October, 2009, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "CITY"), and the **Development Corporation of Abilene, Inc.** (hereinafter referred to as "DCOA") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

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

### I. PURPOSE

That the City agrees to provide staffing for administrative and program support and legal services (hereinafter referred to as "the Staff") to the DCOA as requested by the Board of Directors of the DCOA (hereinafter referred to as "Board"). For purposes of this contract, the City's Assistant City Manager for Economic Development shall serve as Chief Executive Officer of the DCOA as described in section 5.09 of the DCOA Bylaws (herein referred to as Bylaws).

### II. DUTIES

#### A. CITY AGREES:

1. To follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended, including but not limited to those Bylaws associated with short and long-term planning, specifically Section 4.04 of the Bylaws, as closely as possible to ensure the DCOA's economic development efforts are in line with the evolving economic development needs of the Abilene community. The Staff will solicit input from other Develop Abilene Team members (i.e. Abilene Industrial Foundation, Abilene Chamber of Commerce, Texas Tech University Small Business Development Center) in order to encourage a cohesive and coordinated effort on behalf of the community. Efforts are to be made to conduct at least once each year a planning session with the Board to determine policy changes needed in the Staff's efforts to stay competitive in the dynamic economic development environment.
2. Consistent with Section 5.09 of the Bylaws, the Chief Executive Officer of DCOA (otherwise known as the Director of Economic Development) shall recommend policies and procedures to the Board for adoption by the Corporation as needed, including financial, accounting, and purchasing policies and procedures. Unless otherwise stipulated, the Staff shall follow the policies and procedures of the City's Department of Finance when conducting DCOA financial business. The policies and

procedures of the City's Purchasing Department shall be followed as closely as is feasible for any DCOA project, except in cases where it is more advantageous to follow state law regarding bids and purchases for development corporations.

3. To provide all necessary accounting and financial management services through the City's Finance Department. The Finance Department will work with the Staff to keep complete and current books and records of all DCOA activities and provide the DCOA monthly reports of the its fund balance and sales tax revenue.

The 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.

4. To negotiate, administer and monitor all contracts on behalf of the DCOA with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks. The City's Internal Auditor shall conduct an annual review of this contract.
5. To prepare a budget for the forthcoming year for review and final approval by the Board. The budget shall be prepared in accordance with the procedures prescribed for all City departments and included with the proposed overall City budget for approval by the Abilene City Council.
6. To provide all of the staff necessary for the operation of DCOA programs. The City shall be responsible for the hiring, evaluation, and/or termination of personnel, who shall be City of Abilene employees and subject to all personnel policies thereof. The foregoing notwithstanding, the City Manager, or his designate, shall meet with the Board, as requested from time to time, in executive session regarding personnel matters to receive the Board's input regarding such matters.
7. To ensure that the Staff carries out responsibilities and duties as specified by the Board and accepted by the City.
8. Review the existing incentive guidelines, loan program and related lending policies as needed, make recommendations to the Board to ensure that such guidelines, programs and policies are in compliance with all relevant local, state and federal requirements and to serve the needs of the community.
9. In accordance with Guidelines for Public Assistance and Administrative Policy and Incentive Guidelines, adopted by the Board, review and recommend to the Board approval or denial of all eligible applications for financial assistance. The DCOA's Guidelines for Public Assistance and Administrative Policy does apply and is incorporated by reference herein for all purposes.
10. Continue to build upon existing relationships with local financial institutions to promote the development of new and existing businesses.

11. To maintain records of DCOA activities in accordance with the same state-mandated records retention schedule that is followed by the City.
12. To provide information on local, state, and federal permit and licensing requirements and act as a liaison between the clients and other City departments.
13. Inform/report quarterly to the Board the status of the DCOA's loan portfolio.
14. Administer the Enterprise Zone, Tax Abatement, and other state incentive programs as well as other programs as directed by the Board when directly related to programs and projects of the DCOA.
15. Continue to coordinate with local trade schools, colleges and universities, and the Texas Tech Small Business Development Center to identify and develop programs to meet the training, educational and business counseling needs of the Abilene business community.

B. DCOA AGREES TO:

1. Provide the City funding in the amount of \$635,870 for the one-year period ending September 30, 2010, for the operational activities (including provision of the Staff) of the Business Services Division of the Department of Economic Development
2. Provide to the City funding in the amount of \$150,000 for the one-year period ending September 30, 2010 for the maintenance and upkeep of and other expenses related to all DCOA-owned facilities and other properties, as needed, whether vacant or occupied, in accordance with any existing lease agreement. In addition, provide funding in the amount of \$86,290 for property damage insurance premiums for covering the DCOA-owned properties under the City's self-insurance plan.
3. Provide to the City funding in the amount of \$233,810 for the one-year period ending September 30, 2010 for the maintenance and upkeep of and other expenses related to the Abilene Life Sciences Accelerator at 1325 Pine St., parking lot at 1342 Walnut St., and Laboratory at 842 Pine St., in accordance with the Master Lease Agreement dated April 29, 2009 between the DCOA and Abilene Life Sciences Foundation, Inc. (760-275-2765).
4. Grant authority to its Chief Executive Officer to disburse funds and incur expenses on behalf of the DCOA as approved from time to time by the Board..
5. Develop budget priorities and recommendations for City Council consideration with respect to the economic development programs of the DCOA, as specified in the Corporation's Bylaws.

### **III. LEGAL SERVICES**

The City Attorney, or an assistant City Attorney designated by the City Attorney, shall be legal advisor of, and attorney for, the DCOA and its Board and committee members. Such legal services shall include representation in litigation and legal proceedings, and review of documents, contracts and legal instruments as to form and legality. The DCOA retains the right to hire an attorney of its own choice at its own expense.

### **IV. ASSISTANT CITY MANAGER FOR ECONOMIC DEVELOPMENT**

It is expressly understood by the City and the DCOA that the DCOA reserves and retains the right to hear all appeals of any issues which may arise under this contract. Under the terms of this contract, the Chief Executive Officer shall report to the Board and to the City Manager in administering the joint economic development programs of the DCOA and the City.

The Assistant City Manager for Economic Development shall act as the DCOA's Chief Executive Officer and is hereby expressly given the right and power by the DCOA to sign all applications, and documents as approved by the Board, in determining the 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.

### **V. 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 .

### **VI. TERMINATION**

This Agreement may be terminated by the DCOA or the City, in whole, or from time to time, in part, whenever such termination is determined by the Board or the City Council, as the case may be, to be 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 Agreement 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, 2010, this contract expires without notification on September 30, 2010.

## **VII. 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.

## **VIII. 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.

## **IX. 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.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**X. 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 \_\_\_\_\_, 2009.

**DEVELOPMENT CORPORATION OF  
ABILENE, INC.**  
174 Cypress, Ste. 301  
Abilene, Texas 79601

**CITY OF ABILENE**  
P.O. Box 60  
Abilene, Texas 79604

\_\_\_\_\_  
Joe Crawford, President

\_\_\_\_\_  
Larry D. Gilley, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Marelyn Shedd, Secretary/Treasurer

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

Approved as to form:

\_\_\_\_\_  
T. Daniel Santee, City Attorney

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Information for Item #6 will be available at  
the board meeting.

# DEVELOPMENT CORPORATION OF ABILENE, INC.

## BOARD AGENDA

MEETING DATE: September 23, 2009

**PROJECT:** Agreement with Tittle Luther Partnership to prepare cost estimates, technical specifications and bid documents to solicit competitive bids to repaint the floors in hangars occupied by Eagle Aviation Services, Inc.

**STAFF:** Richard Burdine, CEO

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### BACKGROUND

The board recently approved funding to upgrade lighting and to repair insulation and install bird netting in all 4 hangars leased by Eagle Aviation Services, Inc. (EASI). The work is complete and feedback from EASI management has been very positive and employees are satisfied with the results. EASI also requested that the hangar floors be repainted. To my knowledge, the hangar floors have not been repainted since EASI first occupied the hangars.

### THE PROJECT

The floors in Hangars 0 and 1 are in the worst shape with peeling paint resulting in a potential safety hazard for employees and an unattractive work environment. Due to the complexities involved in prepping and painting concrete and because the moisture content in the concrete floors of the hangars is high, professional assistance is needed to ensure quality work.

Tittle Luther Partnership (TLP) has experience working with Dyess AFB on hangar renovations, including refinishing hangar floors. Staff requests the board authorize the CEO to employ the services of TLP to develop cost estimates, technical specifications and bid documents for repainting the floors of Hangars 0 and 1 on an hourly basis not to exceed \$8,000. If the board later authorizes bidding, I'll request authority to amend this agreement to provide bidding assistance and inspection services during the painting process, as detailed in the attached proposal.

### FISCAL IMPACT

\$8,000.

### STAFF RECOMMENDATION

Staff recommends approval of resolution DCOA-2009.19 authorizing an agreement and funding with Tittle Luther Partnership to develop cost estimates, specifications and bid documents for repainting the floors of Hangars 0 and 1.

### ATTACHMENTS

Proposal from Tittle Luther Partnership dated 9-18-09  
Resolution DCOA-2009.19

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September 18, 2009

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ABILENE, TX 79601

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F 325.675.0196  
tlp@tittleluther.com

Mr. Richard Burdine  
Develop Abilene  
P.O. Box 60  
Abilene, Texas 79604

Jack W. Hawkins AIA  
Cory C. Palko AIA  
Rogger S. Renzel AIA CCS  
W. Craig Collins AIA  
Mike Moorhead  
James D. Hirth P.A.A.

Project: Re-Coating Hangar Floors  
Subject: Proposal for Professional Services

We are pleased to present you a proposal for architectural services for this project. The following describes services we propose:

Scope: Provide documents for bidding and construction to prepare and re-finish flooring at two hangars; Hangar "0" (approx. 27,000 sq. ft.) as base bid, and Hangar "1" (approx. 23,000 sq. ft.) as an additive alternate.

Proposed Services Include:

- A. Pre-Design Phase and Construction Documents Phase
  - 1. Visit site and verify existing conditions, problem areas, and compile a comprehensive floor plan.
  - 2. Provide Owner with recommended options, along with preliminary budget figures.
  - 3. Solicit Owner's preferences for incorporation into Bidding Documents.
  - 4. Create flooring preparation and new finish specifications and floor plan drawings and details.
  - 5. Provide Owner with draft documents for review.
  
- B. Bidding Phase
  - 1. Arrange to have bidding documents printed for distribution to area plan rooms and potential bidders.
  - 2. Assist Owner in preparation of Bid Advertisement and solicitation of bidders.
  - 3. Issue addenda.
  - 4. Organize Pre-bid Conference, if required.
  - 5. Consult with Owner to determine successful bidder.
  - 6. Assist Owner in review of pre-contract submittals.
  
- C. Construction Phase
  - 1. Attend Pre-installation conference.
  - 2. Review Contractor's submittals and provide recommendations to Owner.

3. Make periodic visits to the site during flooring work and report findings to Owner.
4. Review Contractor's applications for payment.
5. Assist Contractor in compiling a written punch list, at Substantial Completion of Project.
6. Review Project at completion and provide written report.

If necessary, these services can be scaled to meet your particular needs.

Compensation: We will provide the above services on an hourly basis not to exceed the indicated amounts:

Pre-Design and Construction Document Phase	\$8,000.00
Bidding Phase	\$2,000.00
Construction Phase	\$5,000.00
Bidding Document printing (estimate)	\$500.00

Please contact me if you require additional information. We are looking forward to working with Develop Abilene.

Sincerely,

The Tittle Luther Partnership, L.L.P.



Ruppert S. Rangel, AIA

**RESOLUTION NO. DCOA-2009.19**

A RESOLUTION OF THE DEVELOPMENT CORPORATION OF ABILENE, INC. ("DCOA"), ABILENE, TEXAS AUTHORIZING AN AGREEMENT WITH TITTLE LUTHER PARTNERSHIP TO DEVELOP COST ESTIMATES, SPECIFICATIONS AND BID DOCUMENTS TO REPAINT THE FLOORS IN HANGARS OCCUPIED BY EAGLE AVIATION SERVICES, INC. ("EASI").

WHEREAS, EASI has been in Abilene since 1994 and currently occupies four industrial hangars and a records/part storage facility at the Abilene Regional Airport to provide overnight checks and heavy maintenance services on regional jets and propeller aircraft for American Eagle Airlines; and,

WHEREAS, the floors in Hangars 0 and 1 at the Abilene Regional Airport need to be repainted to avoid potential hazards for employees and improve the aesthetics of the hangars; and,

WHEREAS, Tittle Luther Partnership has experience developing technical specifications for hangar floor repainting; and,

WHEREAS, Staff requests the DCOA authorize an agreement with Tittle Luther Partnership for development of cost estimates, specifications and bid documents for repainting the floors in Hangars 0 and 1.

**NOW THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT CORPORATION OF ABILENE, INC., ABILENE, TEXAS, THAT:**

- PART 1.** DCOA authorizes an agreement with Tittle Luther Partnership to develop cost estimates, technical specifications and bid documents to repaint the floors in Hangars 0, and 1 occupied by Eagle Aviation Services, Inc. Also approved is funding in an amount not to exceed \$8,000.
- PART 2.** Funding under this resolution is contingent upon execution of all necessary agreements. The funding commitment authorized under this resolution shall expire without notice 180 days from the date of adoption of same unless all required documents and agreements are executed prior to that expiration date or the commitment herein is extended in writing by the DCOA.
- PART 3.** The Chief Executive Officer of the Development Corporation of Abilene, Inc. is hereby authorized to negotiate, enter into and execute any contract and all other related documents on behalf of the DCOA.

ADOPTED this the 23rd day of September, 2009.

ATTEST:

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Marelyn Shedd  
Secretary/Treasurer

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Joe Crawford  
President

APPROVED:

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T. Daniel Santee, City Attorney